



# **San Ysidro School District Governing Board**

## **BOARD MEETING MATERIALS**

Thursday,  
March 13, 2025  
5:00 p.m.

**Willow School  
Auditorium  
226 Willow Road  
San Ysidro, CA 92173**



# **GENERAL ADMINISTRATION**

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

**SPECIAL MEETING OF THE GOVERNING BOARD**  
**THURSDAY, FEBRUARY 27, 2025**  
**5:00 p.m.**

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, February 27, 2025, at 5:00 p.m., and conducted its business meeting at **Ocean View Hills School - Auditorium - 4919 Del Sol Blvd, San Diego, CA 92154**. This meeting was audio recorded. The Public was able to view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law. Open session began immediately following closed session at approximately 6:15 p.m.

**MINUTES**

**1. CALL TO ORDER** Who: Rosario Time: 5:01 p.m.

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

Board Members Present:

Mrs. Zenaida Rosario, Board President

Mr. Antonio Martinez, Board Vice President

Mrs. Irene Lopez, Board Clerk

Mr. Martin Arias, Board Member

Mrs. Kenia Peraza, Board Member

**3. FLAG SALUTE** by Zenaida Rosario, Board President

**4. AGENDA**

The Board approved the agenda for the meeting.

Motion: Martinez Second: Arias Vote: 5-0

**5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will

not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

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

There were no public comments.

Board Vice President Martinez made a motion to recess to Closed Session, seconded by Board Clerk Lopez. The vote was 5-0.

## **6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:08 p.m. in accordance with section 54954.5 regarding:**

### **6.1 GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

### **6.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

### **6.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

No. of cases: 3

**RECONVENED into OPEN SESSION at 6:22 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.

There was nothing to report from Closed Session.

## **7. CALL TO ORDER** Who: Rosario Time: 6:22 p.m.

## **8. CONFERENCE SESSION Reports/Presentations**

**8.1** Board Workshop Presentation: General Obligation Bonds Debt Management Strategy - Presented by President of DS&C, Dale Scott

**8.2** District Budget Overview - Presented by Chief Business Official, Marilyn Adrianzen

## **9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will



not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda.

Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to the start of the meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: [www.sysdschools.org](http://www.sysdschools.org).

There were no public comments.

## **10. GENERAL ADMINISTRATION**

### **10.1 ANNUAL FINANCIAL AUDIT REPORT FOR 2023-2024 (Adrianzen)**

The Board approved the 2023-2024 Annual Financial Audit Report.

Motion: Martinez Second: Arias Vote: 5-0

### **10.2 RESOLUTION NO. 24/25-0025 – TEMPORARY CERTIFICATED EMPLOYEE RELEASE (Burciaga)**

The Board adopted Resolution No. 24/25-0025 authorizing the District to notice individual, temporary certificated employees of the district's intent to release at the close of the 2024-2025 school year.

Motion: Rosario Second: Martinez Vote: 5-0

### **10.3 RESOLUTION NO. 24/25-0027-NON-REELECT OF PROBATIONARY CERTIFICATED STAFF (Burciaga)**

The Board adopted Resolution No. 24/25-0027 authorizing the district to notice probationary certificated employees of the district's intent to release and non-reelect for the 2025-2026 school year.

Motion: Lopez Second: Martinez Vote: 5-0

### **10.4 RESOLUTION NO. 24/25-0026– LAYOFF OF CERTIFICATED STAFF (Burciaga)**

The Board adopted Resolution No. 24/25-0026 authorizing the District to reduce and/or discontinue the following particular kinds of services of the District at the close of the 2024-2025 school year.

Motion: Rosario Second: Lopez Vote: 5-0

### **10.5 RESOLUTION NO. 24/25-0028 – LAYOFF OF CLASSIFIED STAFF (Burciaga)**

The Board approved Resolution No. 24/25-0028 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2024-2025 school year for fiscal and budgetary reasons.

Motion: Arias Second: Rosario Vote: 4 Ayes - 1 No (Peraza)

### **10.6 AGREEMENT BETWEEN CYNTHIA MOSQUEDA AND THE SAN YSIDRO SCHOOL DISTRICT (Burciaga)**

The Board approved/ratified the agreement between Cynthia Mosqueda and the San Ysidro School District regarding Cynthia Mosqueda's full-time voluntary out-of-class transfer as Substitute Principal.

Motion: Martinez Second: Arias Vote: 5-0

**10.7 AGREEMENT WITH GUEST SPEAKER ALE VELASCO** (Bojorquez)

The Board approved the agreement with Ale Velasco to be a guest speaker on Wednesday, March 5, 2025, at Ocean View Hills Elementary School.

Motion: Rosario Second: Peraza Vote: 5-0

**10.8 BOARD WORKSHOP**

Staff will provide presentations on the following topics for the Board to provide guidance.

- Board Workshop Presentation: Construction Projects Update for General Obligation Bonds Measures T and U (Iniguez/Knowles)

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

**11. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8: 41 p.m. in accordance with section 54954.5 regarding:**

**11.1 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

**11.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**11.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

No. of cases: 3

**RECONVENED into OPEN SESSION at 10:01 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 nothing to report from Closed Session.

Board Vice President Martinez made a motion to adjourn, seconded by Board Clerk Lopez.

The vote was 5-0.

**12. ADJOURNMENT** Time: 10:01 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

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

☐ Informational  
☒ Action

**AGENDA ITEM:** 2025 CSBA DELEGATE ASSEMBLY ELECTION

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## BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, and administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than 6 million school-age children.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors, Executive Committee, and Delegates ensure that the association reflects the interests of the school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has **6 vacancies**. Attached you will find material regarding elections of representatives from Region 17 to the 2024 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2025 - March 31, 2027.

*Note: Vote for no more than 6 candidates.*

## RECOMMENDATION:

Election of the following representatives to the 2025 CSBA Delegate Assembly (6 vacancies): Barbara Avalos (National SD), Jane Lea Smith (San Dieguito Union HSD), Elva Lopez-Zepeda (Sweetwater Union HSD)\*, Rena Marrocco (Vista USD), Susan Martin (Vista USD), Zenaida Rosario (San Ysidro ESD), Barbara Ryan (Santee SD)\*, Cipriano Vargas (Vista USD)\*, and Bob Weller (Escondido Union HSD).

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

☐ Yes ☐ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

***REQUIRES BOARD ACTION***

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 17, 2025**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2025 DELEGATE ASSEMBLY BALLOT  
REGION 17  
(San Diego County)

Number of seats: 6 (Vote for no more than 6 candidates)

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*Delegates will serve two-year terms beginning April 1, 2025 - March 31, 2027*

*\*denotes incumbent*

☐

Barbara Avalos (National SD)

☐

Zenaida Rosario (San Ysidro ESD)

☐

Jane Lea Smith (San Dieguito Union HSD)

☐

Barbara Ryan (Santee SD)\*

☐

Elva Lopez-Zepeda (Sweetwater Union HSD)\*

☐

Cipriano Vargas (Vista USD)\*

☐

Rena Marrocco (Vista USD)

☐

Bob Weller (Escondido Union HSD)

☐

Susan Martin (Vista USD)

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

---

*School District Name*

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*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

## **REGION 17 – 23 Delegates (17 elected/6 appointed)◆**

**Director: Eleanor Evans (Oceanside USD)**

**Below is a list of all elected or appointed Delegates from this Region.**

**\*Please note as of 2025, region 17 will have 1 loss of an elected seat and 1 loss of an appointed seat (Sweetwater Union HSD)**

### **County: San Diego**

Sabrina Bazzo (San Diego USD)◆, appointed term expires 2025

Maria Betancourt-Castaneda (National SD), term expires 2026

**Stacy Carlson (San Marcos USD), term expires 2025**

Marti Emerald (Sweetwater Union HSD)◆, appointed term expires 2026

Eddie Jones (Fallbrook Union HSD), term expires 2026

Julie Kelly (Vista USD), term expires 2026

**Melissa Krogh (Warner USD), term expires 2025**

Rudy Lopez (San Ysidro ESD), term expires 2026

**Elva Lopez-Zepeda (Sweetwater Union HSD), term expires 2025**

Gee Wah Mok (Del Mar Union SD), term expires 2026

Dawn Perfect (Ramona USD), term expires 2026

Cody Petterson (San Diego USD)◆, appointed term expires 2025

**Barbara Ryan (Santee SD), term expires 2025**

Dr. Don Sauter (Jamul-Dulzura Union ESD), term expires 2026

Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2025

Rhea Stewart (Cardiff SD), term expires 2026

Marla Strich (Encinitas Union ESD), term expires 2026

Cipriano Vargas (Vista USD), term expires 2025

Sharon Whitehurst-Payne (San Diego USD)◆, appointed term expires 2026

**Vacant, term expires 2025**

**Vacant, term expires 2025**

Vacant (Poway USD)◆, appointed term expires 2025

### **County Delegate:**

Guadalupe Gonzalez (San Diego COE), term expires 2025

## **County**

San Diego

## View results

Respondent

70

Anonymous

66:30

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Barbara Avalos

3. Full name \*

Barbara Avalos

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

National School District

## 6. Years on board \*

12 years as board member, then there was a break of two years, and I got re-elect in 2023.

## 7. Profession

Pre-Need Counselor for La Vista Cemetery

## 8. Contact number \*

(619) 7720528

## 9. Primary email address \*

bavalos@nsd.us

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I am interested in becoming a Delegate because "Representation Matters." I believe that California School Board Association will provide me with the opportunity to learn more about what other districts are doing to improve the results for their students. The skills and experience I bring to the Delegate Assembly are based on my full commitment to my school position where I have been involved in the Selection Committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have successfully participated in the Masters of Governance training, which enables me to understand policies and regulations to better serve my community, knowledge that can be used to improve the quality of services for the students and teachers. As an articulate board member for my school district, I am ready to collaborate and advocate for policies that will benefit our public schools system.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I am a fully engaged member of my community, as I am a strong believer that elected officials must listen to their constituents to better serve their needs. I am a member of San Diego League of United Latin American Citizens (LULAC) (an affiliate of California LULAC and National LULAC), and San Diego Black American Political Association of California (BAPAC,) and also attended Asian Political Initiative (API) meetings to learn about the needs and achievements of these groups. I am a founding member of Old Town Foundation (OTNC ) that allows me to support the students and their families by promoting pride towards their own city, the City of National City in San Diego, California. Through OTNC I collaborate in their local events, providing food donations, backpacks and educational entertainment for our community. I have also served on the Board of Directors of the San Diego Organizing Project (SDOP), where I was instrumental in the effort to remove hazardous waste from auto/body shops dangerously close to our schools. I serve as the President for Teatro Máscara Mágica, a well known local Theater that provides free tickets to plays for students in local schools, developing their appreciation for the Visual and Performing Arts.



13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

As I review state funding budget for education, I see this factor as number one for CSBA to focus on, and as delegates come up with ways to change favorably the funding formula for our public school system.

I believe providing funding based on enrollment instead of attendance would enable school districts to better meet their students needs.

Another challenge is meeting the needs of our English Language Learners and address cultural diversity, where I see great need for funding to train teachers with the most effective teaching strategies that fully include teaching and learning diverse modalities.

Also, another challenge is the hiring of administrators who are fully trained in a diverse multi-ethnic and multi-cultural community, and appreciate the wealth of knowledge that everyone brings to our communities. CSBA can support our districts by providing specific trainings in the areas mentioned here.

## View results

Respondent

20

Anonymous

1318:22

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Jane Lea Smith

3. Full name \*

Jane Lea Smith

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

## 6. Years on board \*

## 7. Profession

## 8. Contact number \*

## 9. Primary email address \*

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

In addition to a 2-year tenure as Vice President of our Board, I bring 16 years of experience as a special education teacher and school administrator. I understand that students' needs are diverse and complex, and I see high quality public education as the vehicle for ensuring opportunity for all students. I support strong state-level guidance with assurances that local control will be respected. I have worked to develop connections with local and state elected officials and regularly advocate for better policies to support all our students. To address the challenges facing our students today, I believe that state-level policy makers and advocacy groups must consider a broad range of perspectives, embracing both the diversity of public education students and the diversity of districts throughout the state. As a CSBA Delegate, I would welcome the opportunity to ensure that the voices of districts in our area are represented in legislative advocacy efforts.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I have been actively involved in our school district community for the past 8 years, volunteering in various roles at my daughter's schools. In 2022, I was elected as school board trustee and have served in the role of Vice President since then. I joined the Board at a time of deep division and upheaval in our local community, and I helped to lead our district through a successful superintendent search process, bringing to an end the revolving door that had plagued that position for several years. Over the past year, along with my fellow trustees, I have championed a robust community engagement process to support our staff in developing a meaningful Ethnic Studies course that will meet state requirements, respect diverse perspectives, and foster critical thinking within our student population. Our district has been asked to serve as a model for other districts as they seek to provide full transparency and design a locally-relevant course. I have completed CSBA's Masters in Governance program and the Board President's Workshop, and throughout my time on the Board, I have maintained a strong focus on effective governance practices. Despite being a "split" Board, we have managed to find common ground on many issues and settle on a shared purpose for our district.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

Rising special education costs and unfunded, unclear mandates pose some of the biggest challenges for governing boards in districts of all sizes, whether LCFF-funded or community funded. Over the past several years, the number of students identified for special education services has steadily grown, and the costs of programs and services have skyrocketed. Federal IDEA funding has never come close to target levels, and state funding has not kept up with the growing needs faced by LEAs. In addition, unfunded mandates, such as the Ethnic Studies requirement for high school graduation, place significant strain on already limited resources and force LEAs to consider difficult trade-offs. While local control is essential, introducing a state mandate without established state-level standards and related teacher credentialing pathways leaves districts grappling with how to develop robust, well-grounded programs. Our state can and should do better. In addition to continuing to advocate at the state and federal levels for sufficient funding and clearer guidance, CSBA can work to educate our legislators in these challenges, especially as seats turn over and new officials take office.

## View results

Respondent

88

Anonymous

04:12

Time to complete

1. I have been... \*

☒ Appointed

☐ Nominated

2. Your signature indicates your consent to serve as a Delegate \*

Elva Lopez-Zepeda

3. Full name \*

Elva Lopez-Zepeda

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Sweetwater Union High School District

## 6. Years on board \*

2

## 7. Profession

Retired Teacher

## 8. Contact number \*

619-459-3562

## 9. Primary email address \*

elva.lopez-zepeda@sweetwaterschools.org

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I am motivated by the opportunity to make a difference in students' educational experiences through the use of CSBA resources. The role of a delegate aligns perfectly with my passion for improving public education, and I believe my teaching background and collaborative experiences will greatly contribute to the assembly.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I have actively participated in various activities on the board, including attending events within the district and engaging with community members and district staff. These activities encompass parent meetings, graduations, city events, and educational conferences. Additionally, I served as a CSBA delegate for the 2023-2024 term and acted as a facilitator for workshops at the assembly. I also participated in CSBA's Coast2Coast Advocacy Trip in both 2023 and 2024.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

The biggest challenge facing governing boards today is decreased funding. Funding losses due to declining enrollment and the current political landscape significantly impact the district's ability to maintain facilities, recruit and retain highly qualified employees, and sustain instructional programs for students. CSBA can help address these shortfalls by continuing to lobby legislators at both the state and federal levels





## View results

Respondent

58

Anonymous

471:44

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Rena Marrocco

3. Full name \*

Rena Marrocco



## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista Unified School District

## 6. Years on board \*

2

## 7. Profession

Semi-retired Marketing Consultant focusing on the Hispanic Market

## 8. Contact number \*

7609177700

## 9. Primary email address \*

1135 York Dr., Vista CA 92084

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I would like to be the voice of academic achievement for our students, which is something that I have seen as being underrepresented in the State of California. As a Hispanic Marketing & Promotions consultant who consulted for Fortune 500 companies, I bring the knowledge of how to reach the fastest-growing demographic in our state.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I am on the Superintendent's Council for Education Excellence and the Climate Action Committee. I have been the Board Rep. for DELAC and DPAC, as well as on the Measure LL Bond Committee and the New School Construction Committee.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

The focus on everything other than academic education is ruining education in California. We are failing our most vulnerable groups because too many of our governing board members are too busy using this position as a stepping stone to higher political office instead of seizing this opportunity to actually be the change makers they were elected to be. There is a complete and total lack of respect and value for the people who actually have custody of our children for 20% of the school day. We could see humongous gains in student outcomes if we kept our focus and money in the classrooms instead of on the district offices and overpaid consultants.



## View results

Respondent

71

Anonymous

2920:32

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Sue Martin

3. Full name \*

Susan Martin

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista Unified School District

## 6. Years on board \*

1 month

## 7. Profession

Retired Teacher

## 8. Contact number \*

(760)716-2337

## 9. Primary email address \*

susanmartin@vistausd.org

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

As a retired teacher and union bargaining member, I saw only one side CSBA and it wasn't a good look. As a newly elected board member, I'm now curious if CSBA has useful information for school boards (differing from the heavy anti-union messages I heard for 14 years on the union bargaining team). If so, I like to know how CSBA supports school boards, the information sourcing and how CSBA is funded outside of district "dues". Our district currently pays \$40,000 annually to CSBA. As a board member, I need to decide if this use of district funds is vitally useful to our district.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

As a school board member I am involved as an observer on multiple district committees; as VP I am involved in creating the board meeting agendas; I will be attending Professional Development days for both certificated and classified employees; I visit and walk campuses engaging with site staff.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

The biggest challenge will be the effects of the elimination of the Dept of Education. It is proving difficult to plan for with many elements unknown at this time.







## View results

Respondent

73

Anonymous

11:54

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Zenaida Rosario

3. Full name \*

Zenaida Rosario

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

San Ysidro ESD

## 6. Years on board \*

2.5 years

## 7. Profession

Retired Teacher

## 8. Contact number \*

(619) 370-3231

## 9. Primary email address \*

zenaida.rosario@sysdschools.org

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I am honored to share that I have been nominated by my fellow school board members to serve as a Delegate Assembly representative for Region 17. This leadership role allows me to further serve my governance team while supporting an assembly that advocates for the interests of school boards across California.

My journey in education began in March 1982 when I was hired as a Bilingual Educator for the district where I now proudly serve as President of the San Ysidro School Board. In 2020, after retiring as a Dual Language Educator, I set a goal to continue serving the community I have cherished and supported for so many years. With encouragement from those I've worked with and taught, I decided to run for a seat on the school board. I was appointed as a Board Member in July 2022 and elected in November 2022, bringing my career full circle within the educational community I have passionately advocated for throughout nearly four decades.

My background as an educator gives me a deep connection with our community. Many of the students I taught as children are now adults in their 20s, 30s, and early 40s, while my most recent students are still navigating their elementary school years. These relationships, combined with my strong communication skills, enable me to foster collaboration among parents, educators, administrators, and students. I am committed to ensuring all students have the academic, social, and emotional resources they need to thrive.

As a lifelong learner, I have made it a priority to educate myself about my new role as a board member. I have completed the Masters in Governance coursework, which has provided me with valuable tools and knowledge to contribute effectively to my governance team. My leadership as Board President reflects my dedication to advocating for quality education, not only in general education but also in special education programs throughout our district.

I firmly believe in creating an educational community where teachers feel inspired and empowered to lead the students they serve daily. If elected to the Delegate Assembly, I would be honored to collaborate with other delegates across California to shape policies and champion the interests of school districts throughout the state. Together, we can continue the important work of advancing education for every student in California.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

My engagement with my local school board has deep roots in my many years as an educator. During my teaching career, I regularly attended board meetings to stay informed and gain a deeper understanding of the decisions impacting leadership and educational programs in our district. As an educator, I held various leadership positions and collaborated closely with parents on decisions affecting student learning, from supporting our special education community to advocating for our multilingual learners.

Since July 2022, I have had the privilege of serving on our school board, continuing my commitment to the community I have long supported as an educational leader. Our superintendent keeps the board well-informed about activities at our school sites, and we have opportunities to visit schools, reflect on our observations, and provide feedback to enhance student learning. I am actively involved in addressing the diverse needs of our schools and am fortunate to have built meaningful relationships with our administrators, educators, and classified staff.

It brings me great pride to witness the implementation of not only our core curriculum but also our unique, award-winning Science-Physics hands-on program (SciPhy), led by our exceptional educators. As a board member, I believe visibility is essential, and I make it a priority to attend school events, engage with parents, and listen to the concerns of our community. Being retired allows me the flexibility to meet with school leaders and provide support as needed. I also take every opportunity to connect with parent leaders and community groups, ensuring their voices are heard and valued.

From the beginning of my term, I sought guidance from experienced board colleagues to deepen my understanding of my governance role. Under the leadership of our superintendent, Dr. Gina Potter, and through collaboration with fellow board members, I have participated in numerous conferences and learning opportunities provided by the California School Boards Association (CSBA).

One highlight of my journey was the opportunity to present at the California Association for Bilingual Educators (CABE) conference alongside Dr. Alma Castro from Lynwood and CSBA member Jeremy Anderson. Our presentation, "Governance Teams and How They Can Support Multilingual Learners Across California," underscored the importance of collaboration in advancing multilingual education.

After taking my oath in December 2022, I enrolled in the Masters in Governance Course, which offered invaluable insights into my responsibilities as an elected board member. The knowledge I gained has enhanced my ability to serve effectively, and I am grateful for the continued opportunities to grow as a leader. As Board President, I look forward to another year of learning, collaboration, and service to our district and community.

### 13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

School boards consistently face challenges, but fostering a governance team that prioritizes children's best interests can guide leadership in tackling these issues head-on. By doing so, we can mitigate their impact on the daily learning experiences in our classrooms. One of the most pressing and recurring challenges revolves around budgetary concerns, as managing and allocating resources effectively is a central responsibility of any school district.

Operating a school district demands a significant financial investment, and school boards must prioritize spending to ensure it benefits all students. Achieving financial stability often requires difficult decisions, such as consolidations or budget adjustments, particularly in historically underfunded areas like Special Education. Transparency is critical during these processes. School boards must actively engage communities, presenting information on necessary budgetary changes in public forums to ensure accessibility and inclusivity. Public input from those directly impacted by budget decisions is invaluable, and fosters trust within the community.

Strong leadership is essential for effectively communicating these financial realities. Organizations like the California School Boards Association (CSBA) can support governance teams by equipping them with tools and strategies to navigate these challenging discussions. By sharing best practices and examples from other districts, CSBA enables boards to make informed decisions while minimizing student impact. Frequent updates, budget reviews, and open discussions at School Site Councils and staff meetings are crucial to keeping stakeholders informed and engaged.

Another critical challenge is the growing shortage of qualified teachers. University enrollment in teacher preparation programs has declined, and the teaching profession faces increasing obstacles. According to Elevate K-12, California public schools had over 10,000 vacancies in the 2021-2022 school year. This shortage is particularly concerning in Special Education, where demand continues to outpace supply.

The rising cost of living and low starting salaries for teachers have made it increasingly difficult to attract new educators. Special Education teachers, in particular, face unique pressures, including low morale from feeling unsupported and the challenges of working with advocates during IEP meetings. Compounding this is that for over 40 years, Special Education funding has been insufficient, forcing many districts to rely on general funds to cover these essential programs.

Revitalizing the teaching profession requires a collaborative effort. Governance teams must work with local universities to create pathways for prospective teachers, such as volunteer opportunities and workshops highlighting the rewards of a teaching career. CSBA can support these efforts by providing training and resources to help districts recruit and retain highly qualified teachers. Reinvigorating the passion for teaching will attract new educators and improve morale among current staff.

As a lifelong educator, I understand the profound impact of dedicated teachers on a community. Teaching the children of the community I've called home since 1982 was a privilege, and serving as a school board member allows me to continue that service. Challenges are an inherent part of any school district, but how we address them shapes the morale and attitudes of everyone involved. By fostering collaboration at the local, county, and state levels, we can create a community of problem solvers committed to overcoming obstacles together.

Our work as elected representatives is vital, and the opportunities to network and learn from one another are invaluable. CSBA is an indispensable partner for school boards, providing the resources and support to lead our school communities through even the most challenging times. Together, we can ensure success for students, staff, and communities.

## View results

Respondent

50

Anonymous

84:00

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Barbara Ryan

3. Full name \*

Barbara Ryan



## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Santee School District

## 6. Years on board \*

45

## 7. Profession

Retired

## 8. Contact number \*

619-701-5751

## 9. Primary email address \*

barbara.ryan@santeesd.net

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

Given the challenges that many school districts are facing, I wish to continue making sure that all voices are heard and that schools are well-represented at the state and federal levels. Having worked for an elected official, I have the experience and knowledge to communicate with our elected officials regarding issues of concern and make recommendations when appropriate. It has been my privilege to work with our representatives to assure they are aware of the challenges we face and are responsive to the needs of students.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I serve on several committees in our district and currently serve as Board President. I serve as a member of the San Diego County School Boards Association and have served in the roles of President, Vice President, Treasurer and Legislative Representative. I have also served on several CSBA committees (listed in my Biography).

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

The two biggest challenges for governing boards from my perspective are funding and mental health services for students. CSBA, as always, is very helpful in working with districts and the state legislature to assure that fair and equitable funding is available to all districts. That will likely be another big challenge when the legislature is back in session and dealing with the budget. The other major issue from my perspective is the mental health of our students. So many students have struggled due to the pandemic and the impact on school attendance and student health. CSBA has taken this on as a major issue as well, but it will likely take more time than we expected to return to what was once the norm.

# **BARBARA RYAN**

## **Biography**

### **SCHOOL BOARD SERVICE**

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- **Santee Board of Education**
  - First elected in 1979
  - Re-elected in 1981 to 2026
  - Served as President, Vice President, Clerk and Legislative Representative
  - Currently serves as Legislative Representative
- **San Diego County School Boards Association**
  - Served as President, Vice President, Treasurer and Legislative Representative
- **California School Boards Association**
  - Currently:**
    - Member, Delegate Assembly
    - Member, Legislative Network
    - Member, 2023 Candidate Review Committee
  - Served as:**
    - Legislative Relations Chair
    - Member, Legislative Committee
    - Member, Coordinated Children's Services Task Force
    - Member, School Facilities Task Force
    - Member, Welfare Reform Committee
    - Member, Health Task Force
    - Member, Condition of Children Council

### **COMMUNITY SERVICE (Past and Present)**

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- SAY San Diego, Board of Directors
- First 5 San Diego, Commission Member
- San Diego Commission on Children, Youth and Families
- Children's Initiative Board of Directors
- Foster Grandparents Board of Directors
- Serra Mesa Planning Group Executive Board
- Kearny Mesa Planning Group Executive Board
- School Site Council
- PTA Executive Board
- East County YMCA Board
- Santee Chamber of Commerce

### **AWARDS ACCOMPLISHMENTS**

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- East County Chamber of Commerce Women in Leadership Award
- SDCSBA Board Member of the Year
- Champion for Children Award, Voices for Children
- YWCA Tribute to Women in Business Award
- President's Award, Santee Chamber of Commerce
- California Assembly Woman of the Year
- PTA Continuing Service Award
- PTA Honorary Service Award
- Citizen of the Year, Phi Delta Kappa
- Citizen of the Year, Santee Kiwanis Club

### **PROFESSIONAL**

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- Retired, Vice President, Government Affairs and Advocacy – Rady Children's Hospital-San Diego

## View results

Respondent

74

Anonymous

04:06

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Cipriano Vargas

3. Full name \*

Cipriano Vargas

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista USD

## 6. Years on board \*

8

## 7. Profession

Organizing Director for County of San Diego

## 8. Contact number \*

7602134498

## 9. Primary email address \*

cvargas.trustee@gmail.com

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I have serve on my schoolboard for 8 years and have been a delegate for 6 of those 8 years. I believe my experience will be beneficial as we head into a year of fiscal impacts. In addition, we with a whole batch of newer elected in the state legislature, this an opportunity to ensure they do no set our schools back.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I serve on our local university (CSUSM) Alumni Board, member of the City of Vista Safety Commission and lead many local community projects.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

We will need to work together to tackle the financial uncertainties within the state of CA and balance the curve balls coming from the federal government. We have done this before and I look forward to the challenge.



## View results

Respondent

90

Anonymous

21:41

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Bob Weller

3. Full name \*

Bob Weller



## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Escondido Union High School District

## 6. Years on board \*

2

## 7. Profession

Small Business Owner

## 8. Contact number \*

858-472-2622

## 9. Primary email address \*

bweller@euhsd.org

## 10. Are you an incumbent Delegate? \*



Yes



No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I have been on the Board for 2 years and will be President in 2025. The legislative, regulatory and political requirements on School Boards are overwhelming. CSBA helps board members, especially new board members, come up to speed quickly and make sure their fiduciary duties are being followed legally.

I am a California native and Los Angeles Unified School District graduate. I know what it is like to have gone to public schools in California when we were #1 in the nation. I want to restore greatness to our public schools.

My skills and experiences extend over 40 years in finance. Working in New York City as an analyst in the government bond financing department has given me unique experience in forecasting and applying real world government funding. For the last 20 years I have helped families finance their homes in San Diego county as a Mortgage Strategist. I am deeply committed to helping our students and families succeed and thrive in the extremely challenging regulatory and financial California environment.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I have been the Board Vice President for the last year and will be President in 2025. I have worked on the Ethnic Studies Curriculum design. We have added a 3rd year of math to help increase our Math CAASPP score. I'm working closely with our new Superintendent to make our Mission and Vision more relevant and measurable.

Other boards I have worked on/currently work on:

Clairemont Planning Commission: Worked with local leaders and elected officials to implement a more livable environment in the Clairmont neighborhood of central San Diego.

Midway Planning Commission: Worked with local leaders and elected officials to remove the adult entertainment industry that was central to the Midway District leading into the family-oriented community of Point Loma. This removed inappropriate establishments from around schools.

Board Member on the Foundation for Care Integration: Our mission is to facilitate access to care by raising money to support unfunded or underfunded homes and community-based services for at-risk populations.

San Diego North County Business Chamber of Commerce: We use our business talents to network and strengthen the north county community.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

In the coming months and years, school finances are going to be one of the biggest challenges for school boards and districts. The state and federal governments are running huge deficits and all parts of government spending, including schools, are going to be cut. Balancing the needs of students and staff is going to require critical knowledge of the district's financial responsibilities combined with understanding the government's funding ability. CSBA will need to help boards understand the realistic financial resources available to them, as well as what strategic decisions will best help them to achieve their goals while cutting unnecessary costs from their budgets.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

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

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0030 - CESAR CHAVEZ DAY

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## BACKGROUND INFORMATION:

The challenge of educating our children for responsible citizenship is explicit in the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve. The framework, designed to guide local curriculum planners, stresses at each grade level the importance of teaching all student experiences of men and women of different racial, religious and ethnic groups. The framework embodies the understanding that our national identity, heritage, and creed are pluralistic. Mexican-American History reflects a determined spirit of perseverance and cultural pride in the struggle to equally share in the opportunities of this nation.

Cesar Chavez has inspired entire generations of Americans to participate in social and civic affairs and has motivated many to answer the call of public service. He conveyed hope and determination, especially to minority workers. Cesar Chavez, who was committed to non-violence in advocating change and was consistent with the principles of democratic society, serves as a role model for all of our students.

## RECOMMENDATION:

Adopt Resolution No. 24/25-0030, celebrating the life, values, and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal: Student Achievement

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☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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Recommended for:    ☒ Approval    ☐ Denial

Certification Requested    ☐ Yes    ☐ No

# San Ysidro School District Governing Board

## Cesar Chavez Day

## Resolution No. 24/25-0030

**WHEREAS**, Cesar Chavez, founder and president of the United Farm Workers of America, passed away at the age of 66 of April 23, 1993;

**WHEREAS**, Cesar Chavez was a charismatic leader who conveyed hope and determination, especially to minority workers in their daily struggle against injustice and hardship; and

**WHEREAS**, Cesar Chavez inspired an entire generation of Americans to participate in social and civic affairs, and motivated many to answer the call to public service; and

**WHEREAS**, Cesar Chavez dedicated his life to the improvement of farm worker's employment and living conditions, and his struggles for that cause raised the social consciousness of the American Labor Movement; and

**WHEREAS**, Cesar Chavez was one of this Nation's most dynamic and effective spokesperson in the environmental and consumer movement against the heavy application of pesticides on food products; and

**WHEREAS**, the commitment of Cesar Chavez to non-violence in advocating change was consistent with the principles of a democratic society and service as a role model for others to follow;

**NOW, THEREFORE, BE IT RESOLVED** by the San Ysidro School District Governing Board that the school district celebrates the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as CESAR CHAVEZ DAY. Additionally, the Governing Board encourages its personnel and community residents to implement activities that will educate the students and community on the contributions and principles of Cesar Chavez.

**PASSED AND ADOPTED** this 13th day of March, 2025, at a regular meeting of the Governing Board of the San Ysidro School District.

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Zenaida Rosario, President

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Antonio Martinez, Vice-President

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Irene Lopez, Clerk

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Martin Arias, Member

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Kenia Peraza, Member

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Gina Potter, Ed.D, Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Human Resources  
Efrain Burciaga, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0031 – DAY/WEEK OF THE TEACHER

**BACKGROUND INFORMATION:**

Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California’s Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 5-9, 2025 has been designated as the “Week of the Teacher” and Wednesday May 7, 2025 has been selected as the San Ysidro School District “Day of the Teacher.” On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children’s success in school and in life.

**RECOMMENDATION:**

Adopt Resolution No. 24/25-0031 declaring the observance of Wednesday, May 7, 2025, as the San Ysidro “Day of the Teacher” and the week of May 5-9, 2025, as the “Week of the Teacher.”

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☐ No

☐ Yes    ☐ No

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N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 24/25-0031**

**RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY,  
MAY 7, 2025, AS THE “DAY OF THE TEACHER” AND THE WEEK OF  
MAY 5-9, 2025, AS THE “WEEK OF THE TEACHER”**

**WHEREAS**, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

**WHEREAS**, teachers open children’s minds to the magic of ideas, knowledge and dreams; and

**WHEREAS**, teachers fill many roles, as listeners, role models, motivators and mentors; and

**WHEREAS**, teachers deserve widespread recognition and gratitude for their performance;

**WHEREAS**, we are keenly aware of the importance of teachers in children reaching their full potential; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 7, 2025, as the San Ysidro “Day of the Teacher.”

**BE IT FURTHER RESOLVED**, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 5-9, 2025, as the “Week of the Teacher” and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
Zenaida Rosario, President

\_\_\_\_\_  
Antonio Martinez, Vice-President

\_\_\_\_\_  
Irene Lopez, Clerk

\_\_\_\_\_  
Martin Arias, Member

\_\_\_\_\_  
Kenia Peraza, Member

\_\_\_\_\_  
Gina Potter, Ed.D, Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Human Resources  
Efrain Burciaga, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0032 – CLASSIFIED/CONFIDENTIAL SCHOOL  
EMPLOYEE WEEK

**BACKGROUND INFORMATION:**

The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as “Classified Employee Week” to honor their valuable contributions to each school district’s success.

Classified employees play an integral role in California’s public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 24/25-0032, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

**RECOMMENDATION:**

Adopt Resolution No. 24/25-0032 recognizing the week of May 18-24 2025, as “Classified and Confidential School Employee Week.”

**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 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

--

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 24/25-0032**

**RESOLUTION DECLARING THE WEEK OF May 18-24, 2025,  
AS “CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK”**

**WHEREAS**, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

**WHEREAS**, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

**WHEREAS**, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

**WHEREAS**, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 18-24, 2025, as “Classified/Confidential School Employee Week” in the San Ysidro School District.

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
Zenaida Rosario, President

\_\_\_\_\_  
Antonio Martinez, Vice-President

\_\_\_\_\_  
Irene Lopez, Clerk

\_\_\_\_\_  
Martin Arias, Member

\_\_\_\_\_  
Kenia Peraza, Member

\_\_\_\_\_  
Gina Potter, Ed.D, Superintendent

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Jose Iniguez, Ed.D.,  
Assistant Superintendent,  
Administrative Leadership,  
School Support and Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0033 OF SAN YSIDRO SCHOOL DISTRICT  
EXPRESSING SUPPORT FOR SENATE BILL 10 REGARDING TIJUANA  
RIVER VALLEY POLLUTION MITIGATION

---

## BACKGROUND INFORMATION:

The Tijuana River Valley has long endured severe environmental degradation due to transboundary pollution, including untreated sewage, industrial waste, and other contaminants flowing from Tijuana, Mexico, into the United States. This crisis has had a devastating impact on the Tijuana River National Estuarine Research Reserve, one of Southern California's last remaining salt marshes, which serves as a vital ecological area for wildlife and water quality protection. Communities in South San Diego County, including San Ysidro, Imperial Beach, and Chula Vista, have faced significant health risks, with increased cases of respiratory illnesses, gastrointestinal diseases, and skin conditions linked to exposure to polluted water and air.

While economic expansion and trade agreements have contributed to increased industrial activity, waste generation, and pollution, existing wastewater infrastructure, including the South Bay International Wastewater Treatment Plant, has been insufficient to address the growing crisis. Despite federal funding allocations in 2020 and 2024, no permanent funding source exists to maintain critical infrastructure. Senate Bill 10 (SB 10) proposes a sustainable funding mechanism by directing toll revenues from the proposed East Otay Mesa Port of Entry toward environmental restoration and wastewater management. Recognizing the urgent need for action, the San Ysidro School District Governing Board strongly supports SB 10 and urges the California Legislature and Governor to enact this legislation to protect public health, natural resources, and the well-being of local communities.

## RECOMMENDATION:

Adopt Resolution No. 24/25-0033 of the San Ysidro School District expressing support for Senate Bill 10 regarding Tijuana Valley Pollution Mitigation.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

RESOLUTION NO. 24/25-0033

**RESOLUTION OF SAN YSIDRO SCHOOL DISTRICT  
EXPRESSING SUPPORT FOR SENATE BILL 10  
REGARDING TIJUANA RIVER VALLEY POLLUTION MITIGATION**

**WHEREAS**, the Tijuana River Valley has long suffered from severe environmental degradation due to transboundary pollution, including untreated sewage, industrial waste, and other contaminants that flow from Tijuana, Mexico, into the United States; and

**WHEREAS**, the Tijuana River National Estuarine Research Reserve is the largest coastal wetland and one of the few remaining salt marshes in Southern California, making it a critical ecological area for native wildlife and water quality protection; and

**WHEREAS**, communities in South San Diego County, including San Ysidro, Imperial Beach and Chula Vista, have been disproportionately impacted by the pollution crisis, experiencing elevated rates of respiratory illnesses, gastrointestinal diseases, and skin conditions linked to exposure to contaminated water and air; and

**WHEREAS**, the rapid economic expansion in the U.S.-Mexico border region, driven by trade agreements such as the United States-Mexico-Canada Agreement (USMCA), has increased industrial production, cross-border transportation, and waste generation, exacerbating pollution in the Tijuana River Valley; and

**WHEREAS**, despite the construction of the South Bay International Wastewater Treatment Plant (SBIWTP) in 1996, ongoing infrastructure deficiencies, unexpected high flows, and lack of long-term funding have left the facility overwhelmed, resulting in an estimated 100 billion gallons of untreated sewage being dumped into the Tijuana River over the past five years; and

**WHEREAS**, in 2020, Congress allocated \$300 million through the USMCA for infrastructure improvements to mitigate transboundary flows, and in 2024, Congress appropriated an additional \$156 million to address pollution issues, yet there remains no ongoing and reliable funding source to maintain operations of the SBIWTP; and

**WHEREAS**, Senate Bill 10 (SB 10) seeks to establish a dedicated and permanent funding source to mitigate transboundary sewage pollution in the Tijuana River Valley by allowing toll revenues from the proposed East Otay Mesa Port of Entry to be used for environmental restoration, wastewater infrastructure, and related projects that benefit residents of San Diego County; and

**WHEREAS**, ensuring a sustainable funding mechanism to combat pollution in the Tijuana River Valley is essential to protecting public health, natural resources, and the regional economy for San Ysidro and surrounding communities.

**NOW, THEREFORE, BE IT RESOLVED** by the San Ysidro School District Governing Board, that it expresses its strong support for SB 10 and urges the California Legislature and Governor to enact this critical legislation to secure a long-term solution to the ongoing environmental and public health crisis in the Tijuana River Valley.

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District on March 13, 2025.

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Zenaida Rosario, Board President

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** Dr. Jose Iniguez, Assistant  
Superintendent of  
Admin. Leadership, School Support  
& Safety

☐ Informational  
☒ Action

**AGENDA ITEM: RENAMING/NAMING OF FACILITIES**

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## BACKGROUND INFORMATION:

Our G.O. bond constructional projects include the modernization of San Ysidro Middle School (SYMS) and a Community Center at our Beyer site. Simultaneously, we are experiencing a steady decline in student enrollment over the last several years. To help stimulate an increase in student enrollment, the District proposes the naming of the planned Beyer Community Center and the renaming of SYMS before the end of construction.

BP 7310 (Naming of Facility) allows the Board to name district schools and other district-owned or leased buildings, grounds, and facilities. To affect a naming of facilities, BP 7310 permits the Board to appoint a citizen advisory committee to review name suggestions and submit recommendations for the Board's consideration. Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

The district proposes the following naming committee compositions:

### **Beyer:**

- Committee Task: Recommending to the Board a name(s) for the new Beyer Community Center **and** the Board Room within.
- Composition:
  - Staff (classified and certificated): 1-5. The number of staff depends on who volunteers. The District will seek a balance of composition among classified and certificated staff.
  - Community members: 1-5. The number of community members depends on who volunteers.

### **San Ysidro Middle School:**

- Committee Task: Recommending to the Board a new name(s) for the modernized SYMS **and** the athletic field within.
- Composition:
  - Principal
  - Staff (classified and certificated): 1-5. The number of staff depends on who volunteers. The District will seek a balance of composition among classified and certificated staff.
  - Community members: 1-5. The number of community members depends on who volunteers.
  - Parents/Guardians: 1-5. The number of family members depends on who volunteers.
  - Students: 1-5. The number of students depends on who volunteers.

Both Committees will be facilitated by Assistant Superintendent, Jose F. Iniguez who will keep the Board apprised of progress before a public hearing is held to consider recommended names.

**RECOMMENDATION: Approve the creation of facility naming/renaming committees for Beyer and SYMS.**

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**LCAP GOAL AND ACTION/SERVICE:**

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

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

(Amount)

(Name of funding source and/or location)

---

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

# AN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** SECOND INTERIM FINANCIAL REPORT FOR 2024-25 FISCAL YEAR

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## BACKGROUND INFORMATION:

AB 1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31 and January 31 respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories.

- Positive – the school district **will** meet its financial obligations for the current and two subsequent fiscal years
- Qualified – the school district **may not** meet its financial obligations for the current and two subsequent fiscal years
- Negative – the school district **will not** meet its financial obligations for the current and two subsequent fiscal years

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes above, the District submits the 2024-25 Second Interim Report with a **Positive Certification** for Governing Board review and approval.

The 2024-25 Second Interim Report will be available to the public on the District's website after the Governing Board's approval.

- Report under separate cover -

## RECOMMENDATION:

Approve the 2024-25 Second Interim Financial Report.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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



**San Ysidro**  
School District **EST - 1887**  
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

# **SECOND INTERIM FINANCIAL REPORT 2024-2025**

**Regular Board Meeting  
March 13, 2025**



Second Interim  
DISTRICT CERTIFICATION OF INTERIM REPORT  
For the Fiscal Year 2024-25

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_  
District Superintendent or Designee

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

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 13, 2025

Signed: \_\_\_\_\_  
President of the Governing Board

#### CERTIFICATION OF FINANCIAL CONDITION

☒ POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

☐ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

☐ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: MARILYN ADRIANZEN

Telephone: 619-426-4476

Title: CHIEF BUSINESS OFFICIAL

E-mail: marilyn.adrianzen@sdschools.org

#### Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

Second Interim  
DISTRICT CERTIFICATION OF INTERIM REPORT  
For the Fiscal Year 2024-2537 66379 0000000  
Form CI  
F62H5BTWUU(2024-25)

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current 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 since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2023-24) annual payment? • If yes, 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?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)? • If yes, have there been changes since first interim in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for: • Certificated? (Section S8A, Line 1b) • Classified? (Section S8B, Line 1b) • Management/supervisor/confidential? (Section S8C, Line 1b)	n/a	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for: • Certificated? (Section S8A, Line 3) • Classified? (Section S8B, Line 3)	X	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal 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 and current fiscal years?		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 or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current 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	
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	

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes In Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	56,362,755.00	57,013,202.00	32,969,206.16	57,013,202.00	0.00	0.0%
2) Federal Revenue		8100-8299	100,000.00	100,000.00	24,848.51	100,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	834,195.00	881,270.00	389,710.14	881,270.00	0.00	0.0%
4) Other Local Revenue		8600-8799	350,000.00	1,155,003.00	479,624.77	1,155,003.00	0.00	0.0%
5) TOTAL, REVENUES			57,648,950.00	59,149,475.00	33,863,389.58	59,149,475.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	21,571,706.16	22,598,333.16	13,017,436.12	22,598,333.16	0.00	0.0%
2) Classified Salaries		2000-2999	8,489,874.84	9,085,574.84	5,847,351.89	9,085,574.84	0.00	0.0%
3) Employee Benefits		3000-3999	11,070,864.71	11,397,513.71	7,100,826.05	11,397,513.71	0.00	0.0%
4) Books and Supplies		4000-4999	747,396.12	753,127.35	458,413.41	753,127.35	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	5,610,500.00	5,589,500.00	4,659,392.19	5,589,500.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	271,000.00	271,000.00	62,920.00	271,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,058,568.00)	(1,402,824.01)	0.00	(1,402,824.01)	0.00	0.0%
9) TOTAL, EXPENDITURES			46,702,373.63	48,292,224.85	31,146,339.66	48,292,224.85		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			10,944,576.37	10,857,250.15	2,717,049.92	10,857,250.15		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	(11,183,706.53)	(12,225,572.15)	0.00	(12,225,572.15)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(11,183,706.53)	(12,195,572.15)	0.00	(12,195,572.15)		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(239,130.16)	(1,338,322.00)	2,717,049.92	(1,338,322.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,097,152.77	3,097,152.77		3,097,152.77	0.00	0.0%
b) Audit Adjustments		9793	0.00	976,103.31		976,103.31	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,097,152.77	4,073,256.08		4,073,256.08		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,097,152.77	4,073,256.08		4,073,256.08		
2) Ending Balance, June 30 (E + F1e)			2,858,022.61	2,734,934.08		2,734,934.08		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	100,000.00	100,000.00		100,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		



San Yeldro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	755,570.00	0.00		0.00		
16-17 ADA Overstatement Repayment	0000	9780	755,570.00					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,002,452.00	2,634,933.00		2,634,933.00		
Unassigned/Unappropriated Amount		9790	.61	1.08		1.08		
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	20,388,364.00	19,446,526.00	12,097,898.00	19,446,526.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	784,812.00	785,722.00	403,094.00	785,722.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	150,721.00	150,198.00	78,533.65	150,198.00	0.00	0.0%
Timber Yield Tax		8022	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	0.0%
County & District Taxes								
Secured Roll Taxes		8041	31,276,550.00	32,685,084.00	18,175,692.90	32,685,084.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,140,498.00	1,181,425.00	1,218,419.48	1,181,425.00	0.00	0.0%
Prior Years' Taxes		8043	(1,455.00)	15,459.00	3,142.45	15,459.00	0.00	0.0%
Supplemental Taxes		8044	889,973.00	883,913.00	309,282.61	883,913.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(44,741.00)	(6,435.00)	13,320.29	(6,435.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,776,033.00	1,871,310.00	669,822.78	1,871,310.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	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	0.0%
Other In-Lieu Taxes		8082	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	0.0%
Subtotal, LCFF Sources			56,362,755.00	57,013,202.00	32,969,206.16	57,013,202.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	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	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			56,362,755.00	57,013,202.00	32,969,206.16	57,013,202.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Immigrant Student Program	4201	8290						
Title III, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	100,000.00	100,000.00	24,848.51	100,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			100,000.00	100,000.00	24,848.51	100,000.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
<b>Other State Apportionments</b>								
<b>ROC/P Entitlement</b>								
Prior Years	6360	8319						
<b>Special Education Master Plan</b>								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	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	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	148,109.00	146,910.00	148,108.00	146,910.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	686,086.00	734,360.00	241,602.14	734,360.00	0.00	0.0%
<b>Tax Relief Subventions</b>								
<b>Restricted Levies - Other</b>								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>834,195.00</b>	<b>881,270.00</b>	<b>389,710.14</b>	<b>881,270.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Food Service Sales		8634	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	350,000.00	700,000.00	238,614.83	700,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	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		
All Other Local Revenue		8699	0.00	455,003.00	241,010.14	455,003.00	0.00	0.0%
Tuition		8710	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	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	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	0.0%
From JPAs	All Other	8793	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	0.0%
TOTAL, OTHER LOCAL REVENUE			350,000.00	1,155,003.00	479,624.77	1,155,003.00	0.00	0.0%
TOTAL, REVENUES			57,646,950.00	59,149,475.00	33,883,389.58	59,149,475.00	0.00	0.0%
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	18,240,132.84	19,466,759.64	11,068,418.11	19,466,759.64	0.00	0.0%
Certificated Pupil Support Salaries		1200	977,793.63	777,793.63	484,095.16	777,793.63	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,353,779.89	2,353,779.89	1,397,875.35	2,353,779.89	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	67,047.50	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			21,571,706.16	22,598,333.16	13,017,436.12	22,598,333.16	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,053,786.97	1,138,666.97	633,382.12	1,138,666.97	0.00	0.0%
Classified Support Salaries		2200	3,220,294.44	3,431,294.44	2,286,685.38	3,431,294.44	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	414,163.34	414,163.34	242,724.27	414,163.34	0.00	0.0%
Clerical, Technical and Office Salaries		2400	2,879,721.55	3,179,721.55	2,009,262.19	3,179,721.55	0.00	0.0%
Other Classified Salaries		2900	921,728.34	921,728.34	675,297.93	921,728.34	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			8,489,674.64	9,085,574.64	5,847,351.89	9,085,574.64	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	3,849,799.55	4,134,083.55	2,424,407.81	4,134,083.55	0.00	0.0%
PERS		3201-3202	1,635,445.07	1,659,047.07	1,047,784.29	1,659,047.07	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	953,828.97	963,596.97	607,608.44	963,596.97	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,432,750.00	3,432,750.00	2,328,128.64	3,432,750.00	0.00	0.0%
Unemployment Insurance		3501-3502	7,994.34	9,548.34	9,023.40	9,548.34	0.00	0.0%
Workers' Compensation		3601-3602	740,846.78	748,487.78	463,021.27	748,487.78	0.00	0.0%
OPEB, Allocated		3701-3702	450,000.00	450,000.00	219,802.20	450,000.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	1,050.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			11,070,664.71	11,397,513.71	7,100,826.05	11,397,513.71	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	17,645.10	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	722,396.12	728,127.35	416,327.91	728,127.35	0.00	0.0%
Noncapitalized Equipment		4400	25,000.00	25,000.00	24,440.40	25,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			747,396.12	753,127.35	458,413.41	753,127.35	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	45,000.00	45,000.00	43,149.57	45,000.00	0.00	0.0%
Dues and Memberships		5300	35,500.00	35,500.00	60,795.25	35,500.00	0.00	0.0%
Insurance		5400-5450	1,000,000.00	1,000,000.00	1,241,734.17	1,000,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,800,000.00	1,800,000.00	1,080,259.51	1,800,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	430,000.00	450,000.00	334,990.72	450,000.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,180,000.00	2,139,000.00	1,834,630.73	2,139,000.00	0.00	0.0%
Communications		5900	120,000.00	120,000.00	83,832.24	120,000.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>5,610,500.00</b>	<b>5,589,500.00</b>	<b>4,659,392.19</b>	<b>5,589,500.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	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	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	62,920.00	0.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			271,000.00	271,000.00	62,920.00	271,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(689,418.00)	(1,162,425.01)	0.00	(1,162,425.01)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(359,150.00)	(240,399.00)	0.00	(240,399.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,058,568.00)	(1,402,824.01)	0.00	(1,402,824.01)	0.00	0.0%
TOTAL, EXPENDITURES			46,702,373.63	48,292,224.85	31,146,339.66	48,292,224.85	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	30,000.00	0.00	30,000.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	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	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(11,183,706.53)	(12,225,572.15)	0.00	(12,225,572.15)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(11,183,706.53)	(12,225,572.15)	0.00	(12,225,572.15)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(11,183,706.53)	(12,195,572.15)	0.00	(12,195,572.15)	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Restricted (Resources 2000-9999)  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	297,113.00	297,113.00	0.00	297,113.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,755,080.30	5,222,439.71	500,478.65	5,222,439.71	0.00	0.0%
3) Other State Revenue		8300-8599	15,379,086.00	15,556,164.65	4,451,979.00	15,556,164.65	0.00	0.0%
4) Other Local Revenue		8600-8799	2,584,525.00	2,584,525.00	2,804,530.61	2,584,525.00	0.00	0.0%
5) TOTAL, REVENUES			21,015,804.30	23,660,242.36	7,756,988.26	23,660,242.36		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	7,087,351.39	8,081,602.20	4,740,182.98	8,081,602.20	0.00	0.0%
2) Classified Salaries		2000-2999	3,863,855.91	4,188,943.91	2,929,936.66	4,188,943.91	0.00	0.0%
3) Employee Benefits		3000-3999	7,932,547.00	8,361,077.14	3,318,258.69	8,361,077.14	0.00	0.0%
4) Books and Supplies		4000-4999	1,463,979.69	5,380,761.31	1,556,260.35	5,380,761.31	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	10,862,685.86	11,834,291.98	5,197,043.93	11,834,291.98	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	478,706.62	157,596.18	478,706.62	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	699,418.00	1,162,425.01	0.00	1,162,425.01	0.00	0.0%
9) TOTAL, EXPENDITURES			31,909,837.85	39,487,808.17	17,899,278.79	39,487,808.17		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(10,894,033.55)	(15,827,565.81)	(10,142,290.53)	(15,827,565.81)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	11,183,706.53	12,225,572.15	0.00	12,225,572.15	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			11,183,706.53	12,225,572.15	0.00	12,225,572.15		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			289,672.98	(3,601,993.66)	(10,142,290.53)	(3,601,993.66)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	21,158,058.68	21,158,058.68		21,158,058.68	0.00	0.0%
b) Audit Adjustments		9793	0.00	(764,892.31)		(764,892.31)	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,158,058.68	20,393,166.37		20,393,166.37		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,158,058.68	20,393,166.37		20,393,166.37		
2) Ending Balance, June 30 (E + F1e)			21,447,731.66	16,791,172.71		16,791,172.71		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	21,447,731.66	16,791,173.71		16,791,173.71		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(1.00)		(1.00)		
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
<b>LCFF Transfers</b>								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	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		
Property Taxes Transfers		8097	297,113.00	297,113.00	0.00	297,113.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			297,113.00	297,113.00	0.00	297,113.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	1,079,331.00	1,079,331.00	0.00	1,079,331.00	0.00	0.0%



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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Discretionary Grants		8182	114,658.00	146,193.93	0.00	146,193.93	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	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	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	1,238,765.00	2,160,854.00	151,842.00	2,160,854.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	150,404.00	324,149.00	35,031.00	324,149.00	0.00	0.0%
Title III, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, English Learner Program	4203	8290	0.00	717,859.00	0.00	717,859.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	171,922.30	511,906.00	0.00	511,906.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	282,146.78	313,605.65	282,146.78	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>2,755,080.30</b>	<b>5,222,439.71</b>	<b>500,478.65</b>	<b>5,222,439.71</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	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	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	279,086.00	315,275.00	0.00	315,275.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	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	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%

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Restricted (Resources 2000-9999)  
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F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Career Technical Education Incentive Grant Program	6387	8590	0.00	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	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	15,100,000.00	15,240,889.65	4,451,979.00	15,240,889.65	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>15,379,088.00</b>	<b>15,556,164.65</b>	<b>4,451,979.00</b>	<b>15,556,164.65</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	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	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	595,230.61	0.00	0.00	0.0%
Tuition		8710	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	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								

San Ysidro Elementary  
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Restricted (Resources 2000-9999)  
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Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	2,584,525.00	2,584,525.00	2,209,300.00	2,584,525.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	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	0.0%
From County Offices	All Other	8792	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	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			2,584,525.00	2,584,525.00	2,804,530.61	2,584,525.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			21,015,804.30	23,660,242.36	7,756,988.26	23,660,242.36	0.00	0.0%
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	5,951,510.48	6,639,382.45	3,850,338.12	6,639,382.45	0.00	0.0%
Certificated Pupll Support Salaries		1200	509,238.82	770,615.66	499,887.19	770,615.66	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	626,604.09	671,604.09	389,957.67	671,604.09	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			7,087,351.39	8,081,602.20	4,740,182.98	8,081,602.20	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	2,296,769.30	2,321,857.30	1,629,619.79	2,321,857.30	0.00	0.0%
Classified Support Salaries		2200	911,346.08	1,211,346.08	682,594.23	1,211,346.08	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	219,751.78	219,751.78	127,602.71	219,751.78	0.00	0.0%
Clerical, Technical and Office Salaries		2400	435,988.75	435,988.75	194,844.20	435,988.75	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	295,275.73	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			3,863,855.91	4,188,943.91	2,929,936.66	4,188,943.91	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	4,192,439.85	4,286,567.56	775,645.93	4,286,567.56	0.00	0.0%
PERS		3201-3202	1,567,688.31	1,849,774.31	1,106,110.75	1,849,774.31	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	450,318.21	450,318.21	311,161.26	450,318.21	0.00	0.0%
Health and Welfare Benefits		3401-3402	1,435,775.00	1,488,091.43	935,602.82	1,488,091.43	0.00	0.0%
Unemployment Insurance		3501-3502	12,090.20	12,090.20	4,206.69	12,090.20	0.00	0.0%
Workers' Compensation		3601-3602	274,235.43	274,235.43	185,531.24	274,235.43	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			7,932,547.00	8,361,077.14	3,318,258.69	8,361,077.14	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	279,086.00	921,876.55	996,388.63	921,876.55	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	34,472.41	0.00	0.00	0.0%
Materials and Supplies		4300	1,184,893.69	4,433,884.76	486,116.47	4,433,884.76	0.00	0.0%
Noncapitalized Equipment		4400	0.00	25,000.00	39,282.84	25,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			1,463,979.69	5,380,761.31	1,556,260.35	5,380,761.31	0.00	0.0%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	37,565.85	417,041.57	47,876.48	417,041.57	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	100,000.00	100,000.00	12,936.00	100,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	200,000.00	232,814.93	407,800.92	232,814.93	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,525,120.01	11,084,435.48	4,728,430.53	11,084,435.48	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>10,862,685.86</b>	<b>11,834,291.98</b>	<b>5,197,043.93</b>	<b>11,834,291.98</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	368,706.62	157,596.18	368,706.62	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	110,000.00	0.00	110,000.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>478,706.62</b>	<b>157,596.18</b>	<b>478,706.62</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	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	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	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	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	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	0.0%
To JPAs		7213	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	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
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Restricted (Resources 2000-9999)  
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Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs	6380	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	699,418.00	1,162,425.01	0.00	1,162,425.01	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			699,418.00	1,162,425.01	0.00	1,162,425.01	0.00	0.0%
TOTAL, EXPENDITURES			31,909,837.85	39,487,808.17	17,899,278.79	39,487,808.17	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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		
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7811	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7812	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7813	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7816	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7819	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

San Ysidro Elementary  
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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	11,183,706.53	12,225,572.15	0.00	12,225,572.15	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			11,183,706.53	12,225,572.15	0.00	12,225,572.15	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			11,183,706.53	12,225,572.15	0.00	12,225,572.15	0.00	0.0%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	56,659,868.00	57,310,315.00	32,969,206.16	57,310,315.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,855,080.30	5,322,439.71	525,327.16	5,322,439.71	0.00	0.0%
3) Other State Revenue		8300-8599	16,213,281.00	16,437,434.65	4,841,689.14	16,437,434.65	0.00	0.0%
4) Other Local Revenue		8600-8799	2,934,525.00	3,739,528.00	3,284,155.38	3,739,528.00	0.00	0.0%
5) TOTAL, REVENUES			78,662,754.30	82,809,717.36	41,620,377.84	82,809,717.36		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	28,659,057.55	30,679,935.36	17,757,619.10	30,679,935.36	0.00	0.0%
2) Classified Salaries		2000-2999	12,353,530.55	13,274,518.55	8,777,288.55	13,274,518.55	0.00	0.0%
3) Employee Benefits		3000-3999	19,003,211.71	19,758,580.85	10,419,084.74	19,758,580.85	0.00	0.0%
4) Books and Supplies		4000-4999	2,211,375.81	6,133,888.66	2,014,673.76	6,133,888.66	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	16,473,185.86	17,423,791.98	8,856,438.12	17,423,791.98	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	478,708.62	157,596.18	478,708.62	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	271,000.00	271,000.00	62,920.00	271,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(359,150.00)	(240,399.00)	0.00	(240,399.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			78,612,211.48	87,780,033.02	49,045,618.45	87,780,033.02		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			50,542.82	(4,970,315.66)	(7,425,240.61)	(4,970,315.66)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	30,000.00	0.00	30,000.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			50,542.82	(4,940,315.66)	(7,425,240.61)	(4,940,315.66)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	24,255,211.45	24,255,211.45		24,255,211.45	0.00	0.0%
b) Audit Adjustments		9793	0.00	211,211.00		211,211.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,255,211.45	24,466,422.45		24,466,422.45		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,255,211.45	24,466,422.45		24,466,422.45		
2) Ending Balance, June 30 (E + F1e)			24,305,754.27	19,526,106.79		19,526,106.79		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	100,000.00	100,000.00		100,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	21,447,731.66	16,791,173.71		16,791,173.71		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	755,570.00	0.00		0.00		
18-17 ADA Overstatement Repayment	0000	9780	755,570.00					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,002,452.00	2,634,933.00		2,634,933.00		
Unassigned/Unappropriated Amount		9790	.81	.08		.08		
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	20,388,364.00	19,448,526.00	12,087,898.00	19,448,526.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	784,812.00	785,722.00	403,094.00	785,722.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	150,721.00	150,198.00	78,533.65	150,198.00	0.00	0.0%
Timber Yield Tax		8022	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	0.0%
County & District Taxes								
Secured Roll Taxes		8041	31,276,550.00	32,685,084.00	18,175,692.90	32,685,084.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,140,498.00	1,181,425.00	1,218,419.48	1,181,425.00	0.00	0.0%
Prior Years' Taxes		8043	(1,455.00)	15,459.00	3,142.45	15,459.00	0.00	0.0%
Supplemental Taxes		8044	889,973.00	883,913.00	309,282.61	883,913.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(44,741.00)	(6,435.00)	13,320.29	(6,435.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,778,033.00	1,871,310.00	669,822.78	1,871,310.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	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	0.0%
Other In-Lieu Taxes		8082	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	0.0%
Subtotal, LCFF Sources			56,382,755.00	57,013,202.00	32,969,206.16	57,013,202.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	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	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	297,113.00	297,113.00	0.00	297,113.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			56,659,868.00	57,310,315.00	32,969,206.16	57,310,315.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	1,079,331.00	1,079,331.00	0.00	1,079,331.00	0.00	0.0%
Special Education Discretionary Grants		8182	114,658.00	146,193.93	0.00	146,193.93	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%



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Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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	0.0%
Title I, Part A, Basic	3010	8290	1,238,765.00	2,160,854.00	151,842.00	2,160,854.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	150,404.00	324,149.00	35,031.00	324,149.00	0.00	0.0%
Title III, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, English Learner Program	4203	8290	0.00	717,859.00	0.00	717,859.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	171,922.30	511,906.00	0.00	511,906.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	100,000.00	382,146.78	338,454.16	382,146.78	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>2,855,080.30</b>	<b>5,322,439.71</b>	<b>525,327.16</b>	<b>5,322,439.71</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	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	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	148,109.00	146,910.00	148,108.00	146,910.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	965,172.00	1,049,635.00	241,602.14	1,049,635.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	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	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	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	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	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	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	15,100,000.00	15,240,889.65	4,451,979.00	15,240,889.65	0.00	0.0%

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TOTAL, OTHER STATE REVENUE			16,213,281.00	16,437,434.65	4,841,689.14	16,437,434.65	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	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	0.0%
Interest		8660	350,000.00	700,000.00	238,614.63	700,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	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	0.0%
All Other Local Revenue		8699	0.00	455,003.00	836,240.75	455,003.00	0.00	0.0%
Tuition		8710	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	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	2,584,525.00	2,584,525.00	2,209,300.00	2,584,525.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

**2024-25 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance**

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	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	0.0%
From JPAs	All Other	8793	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	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,934,525.00</b>	<b>3,739,528.00</b>	<b>3,284,155.38</b>	<b>3,739,528.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>78,662,754.30</b>	<b>82,809,717.36</b>	<b>41,620,377.84</b>	<b>82,809,717.36</b>	<b>0.00</b>	<b>0.0%</b>
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	24,191,643.12	26,106,142.09	14,918,756.23	26,106,142.09	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,487,030.45	1,548,409.29	983,982.35	1,548,409.29	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,980,383.98	3,025,383.98	1,787,833.02	3,025,383.98	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	67,047.50	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>28,659,057.55</b>	<b>30,679,935.36</b>	<b>17,757,619.10</b>	<b>30,679,935.36</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	3,350,536.27	3,460,524.27	2,263,001.91	3,460,524.27	0.00	0.0%
Classified Support Salaries		2200	4,131,640.52	4,642,640.52	2,969,279.61	4,642,640.52	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	633,915.12	633,915.12	370,326.98	633,915.12	0.00	0.0%
Clerical, Technical and Office Salaries		2400	3,315,710.30	3,615,710.30	2,204,106.39	3,615,710.30	0.00	0.0%
Other Classified Salaries		2900	921,728.34	921,728.34	970,573.66	921,728.34	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>12,353,530.55</b>	<b>13,274,518.55</b>	<b>8,777,288.55</b>	<b>13,274,518.55</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	8,042,239.40	8,420,651.11	3,200,053.74	8,420,651.11	0.00	0.0%
PERS		3201-3202	3,203,133.38	3,508,821.38	2,153,895.04	3,508,821.38	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,404,147.18	1,413,915.18	918,769.70	1,413,915.18	0.00	0.0%
Health and Welfare Benefits		3401-3402	4,868,525.00	4,920,841.43	3,263,731.46	4,920,841.43	0.00	0.0%
Unemployment Insurance		3501-3502	20,084.54	21,638.54	13,230.09	21,638.54	0.00	0.0%
Workers' Compensation		3601-3602	1,015,082.21	1,022,723.21	648,552.51	1,022,723.21	0.00	0.0%
OPEB, Allocated		3701-3702	450,000.00	450,000.00	219,802.20	450,000.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	1,050.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>19,003,211.71</b>	<b>19,758,590.85</b>	<b>10,419,084.74</b>	<b>19,758,590.85</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	279,086.00	921,876.55	1,014,033.73	921,876.55	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	34,472.41	0.00	0.00	0.0%
Materials and Supplies		4300	1,907,289.81	5,162,012.11	902,444.38	5,162,012.11	0.00	0.0%
Noncapitalized Equipment		4400	25,000.00	50,000.00	63,723.24	50,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>2,211,375.81</b>	<b>6,133,888.66</b>	<b>2,014,673.76</b>	<b>6,133,888.66</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	82,565.85	462,041.57	91,026.05	462,041.57	0.00	0.0%
Dues and Memberships		5300	35,500.00	35,500.00	60,795.25	35,500.00	0.00	0.0%
Insurance		5400-5450	1,000,000.00	1,000,000.00	1,241,734.17	1,000,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,900,000.00	1,900,000.00	1,073,195.51	1,900,000.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Rentals, Leases, Repairs, and Noncapitalized Improvements		5800	630,000.00	682,814.93	742,791.64	682,814.93	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	12,705,120.01	13,223,435.48	6,563,061.28	13,223,435.48	0.00	0.0%
Communications		5900	120,000.00	120,000.00	83,832.24	120,000.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>16,473,185.86</b>	<b>17,423,791.98</b>	<b>9,856,436.12</b>	<b>17,423,791.98</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	368,706.62	157,596.18	368,706.62	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	110,000.00	0.00	110,000.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>478,706.62</b>	<b>157,596.18</b>	<b>478,706.62</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	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	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	62,920.00	0.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

**2024-25 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance**

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			271,000.00	271,000.00	62,920.00	271,000.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(359,150.00)	(240,399.00)	0.00	(240,399.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(359,150.00)	(240,399.00)	0.00	(240,399.00)	0.00	0.0%
TOTAL, EXPENDITURES			78,612,211.48	87,780,033.02	49,045,618.45	87,780,033.02	0.00	0.0%
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	30,000.00	0.00	30,000.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments								
Emergency Apportionments		8931	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	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	30,000.00	0.00	30,000.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

Second Interim  
General Fund  
Exhibit: Restricted Balance Detail

37 68379 0000000  
Form 011  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
2800	Expanded Learning Opportunities Program	11,457,485.09
6331	CA Community Schools Partnership Act - Planning Grant	4,560,000.00
6500	Special Education	36.91
6537	Special Ed: Learning Recovery Support	1,865.34
6546	Mental Health-Related Services	4,167.31
6547	Special Education Early Intervention Preschool Grant	1,537.18
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	221,522.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	17,862.00
7425	Expanded Learning Opportunities (ELO) Grant	9,305.82
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	136,952.17
7435	Learning Recovery Emergency Block Grant	29,529.71
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	222,474.41
9010	Other Restricted Local	128,435.77
Total, Restricted Balance		16,791,173.71

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Student Activity Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 081  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.00	0.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Student Activity Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 081  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	37,722.06	37,722.06		37,722.06	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,722.06	37,722.06		37,722.06		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,722.06	37,722.06		37,722.06		
2) Ending Balance, June 30 (E + F1e)			37,722.06	37,722.06		37,722.06		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	37,722.06	37,722.06		37,722.06		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>REVENUES</b>								
Sale of Equipment and Supplies		8631	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	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Student Activity Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

37 68379 0000000  
Form 081  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupll Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Student Activity Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

37 88379 0000000  
Form 081  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.00	0.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8985	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	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
<b>(a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Student Activity Special Revenue Fund  
Exhibit: Restricted Balance Detail

37 68379 0000000  
Form 081  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Project Year Totals
8210	Student Activity Funds	37,722.06
Total, Restricted Balance		37,722.06



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Child Development Fund  
Expenditures by Object

37683790000000  
Form 12I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	400,000.00	400,000.00	60,423.08	400,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,000,000.00	1,384,428.00	504,991.00	1,384,428.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,000.00	70,134.99	26,241.66	70,134.99	0.00	0.0%
5) TOTAL, REVENUES			2,420,000.00	1,854,562.99	591,655.74	1,854,562.99		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	778,758.56	509,144.56	347,811.94	509,144.56	0.00	0.0%
2) Classified Salaries		2000-2999	745,389.39	745,389.39	364,876.69	745,389.39	0.00	0.0%
3) Employee Benefits		3000-3999	309,992.17	309,992.17	240,288.09	309,992.17	0.00	0.0%
4) Books and Supplies		4000-4999	218,697.80	160,442.79	78,404.40	160,442.79	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	210,862.08	11,862.08	23,601.41	11,862.08	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	156,300.00	117,732.00	0.00	117,732.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,420,000.00	1,854,562.99	1,054,982.53	1,854,562.99		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	(463,326.79)	0.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(463,326.79)	0.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	876,909.09	876,909.09		876,909.09	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			876,909.09	876,909.09		876,909.09		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			876,909.09	876,909.09		876,909.09		
2) Ending Balance, June 30 (E + F1e)			876,909.09	876,909.09		876,909.09		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	876,909.09	876,909.09		876,909.09		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Child Development Fund  
Expenditures by Object

37683790000000  
Form 12I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	400,000.00	400,000.00	60,423.08	400,000.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>400,000.00</b>	<b>400,000.00</b>	<b>60,423.08</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	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	0.0%
State Preschool	6105	8590	2,000,000.00	1,384,428.00	504,991.00	1,384,428.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,000,000.00</b>	<b>1,384,428.00</b>	<b>504,991.00</b>	<b>1,384,428.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Interest		8660	20,000.00	20,000.00	26,241.66	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	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	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	50,134.99	0.00	50,134.99	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>20,000.00</b>	<b>70,134.99</b>	<b>26,241.66</b>	<b>70,134.99</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>2,420,000.00</b>	<b>1,854,562.99</b>	<b>591,655.74</b>	<b>1,854,562.99</b>		
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	626,382.11	356,768.11	248,255.60	356,768.11	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	152,376.45	152,376.45	99,556.34	152,376.45	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>778,758.56</b>	<b>509,144.56</b>	<b>347,811.94</b>	<b>509,144.56</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	465,108.30	465,108.30	238,680.31	465,108.30	0.00	0.0%
Classified Support Salaries		2200	218,285.70	218,285.70	85,820.21	218,285.70	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	61,995.39	61,995.39	40,376.17	61,995.39	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>745,389.39</b>	<b>745,389.39</b>	<b>364,876.69</b>	<b>745,389.39</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	61,821.33	61,821.33	62,673.76	61,821.33	0.00	0.0%
PERS		3201-3202	88,265.83	88,265.83	54,196.88	88,265.83	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	42,674.55	42,674.55	24,714.81	42,674.55	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Child Development Fund  
Expenditures by Object

37683790000000  
Form 12I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Health and Welfare Benefits		3401-3402	92,000.00	92,000.00	80,925.83	92,000.00	0.00	0.0%
Unemployment Insurance		3501-3502	487.08	487.08	354.14	487.08	0.00	0.0%
Workers' Compensation		3601-3602	24,743.38	24,743.38	17,422.67	24,743.38	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>309,992.17</b>	<b>309,992.17</b>	<b>240,288.09</b>	<b>309,992.17</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	218,697.80	160,442.79	78,404.40	160,442.79	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>218,697.80</b>	<b>160,442.79</b>	<b>78,404.40</b>	<b>160,442.79</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	143.91	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	210,862.08	11,862.08	23,457.50	11,862.08	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>210,862.08</b>	<b>11,862.08</b>	<b>23,601.41</b>	<b>11,862.08</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	156,300.00	117,732.00	0.00	117,732.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>156,300.00</b>	<b>117,732.00</b>	<b>0.00</b>	<b>117,732.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,420,000.00</b>	<b>1,854,562.99</b>	<b>1,054,982.53</b>	<b>1,854,562.99</b>		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Child Development Fund  
Expenditures by Object

37683790000000  
Form 121  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From: General Fund		8911	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	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Child Development Fund  
Restricted Detail

37683790000000  
Form 12I  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
5058	Early Education: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25
5059	Early Education: ARP California State Preschool Program One-time Stipend	.17
6130	Early Education: Center-Based Reserve Account	241,775.67
7810	Other Restricted State	550,792.00
Total, Restricted Balance		876,909.09



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Cafeteria Special Revenue Fund  
Expenditures by Object

37683790000000  
Form 131  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,435,000.00	2,435,000.00	1,285,721.33	2,435,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,150,000.00	1,371,522.00	518,909.54	1,371,522.00	0.00	0.0%
4) Other Local Revenue		8600-8799	46,000.00	46,000.00	37,339.08	46,000.00	0.00	0.0%
5) TOTAL, REVENUES			3,631,000.00	3,852,522.00	1,841,969.95	3,852,522.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	60,407.54	60,407.54	11,918.35	60,407.54	0.00	0.0%
2) Classified Salaries		2000-2999	1,138,258.13	1,138,258.13	795,806.33	1,138,258.13	0.00	0.0%
3) Employee Benefits		3000-3999	696,435.43	696,435.43	435,115.03	696,435.43	0.00	0.0%
4) Books and Supplies		4000-4999	1,725,000.00	2,275,000.00	912,160.02	2,275,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	45,000.00	266,522.00	62,682.61	266,522.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	202,850.00	122,667.00	0.00	122,667.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,867,951.10	4,559,290.10	2,217,682.34	4,559,290.10		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(236,951.10)	(706,768.10)	(375,712.39)	(706,768.10)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(236,951.10)	(706,768.10)	(375,712.39)	(706,768.10)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,161,634.31	3,161,634.31		3,161,634.31	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,161,634.31	3,161,634.31		3,161,634.31		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,161,634.31	3,161,634.31		3,161,634.31		
2) Ending Balance, June 30 (E + F1e)			2,924,683.21	2,454,866.21		2,454,866.21		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	2,924,683.21	2,454,866.21		2,454,866.21		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Cafeteria Special Revenue Fund  
Expenditures by Object

37683790000000  
Form 131  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	2,435,000.00	2,435,000.00	1,285,721.33	2,435,000.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,435,000.00	2,435,000.00	1,285,721.33	2,435,000.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	1,150,000.00	1,371,522.00	518,909.54	1,371,522.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,150,000.00	1,371,522.00	518,909.54	1,371,522.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	1,000.00	1,000.00	3,447.65	1,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	45,000.00	45,000.00	28,891.43	45,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	5,000.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			46,000.00	46,000.00	37,339.08	46,000.00	0.00	0.0%
TOTAL, REVENUES			3,631,000.00	3,852,522.00	1,841,969.95	3,852,522.00		
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	60,407.54	60,407.54	11,918.35	60,407.54	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			60,407.54	60,407.54	11,918.35	60,407.54	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	939,265.47	939,265.47	653,775.62	939,265.47	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	142,150.79	142,150.79	109,943.60	142,150.79	0.00	0.0%
Clerical, Technical and Office Salaries		2400	56,841.87	56,841.87	32,087.11	56,841.87	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,138,258.13	1,138,258.13	795,806.33	1,138,258.13	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	11,537.84	11,537.84	2,276.40	11,537.84	0.00	0.0%
PERS		3201-3202	313,047.59	313,047.59	195,580.89	313,047.59	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	98,731.69	98,731.69	57,293.67	98,731.69	0.00	0.0%
Health and Welfare Benefits		3401-3402	241,500.00	241,500.00	159,694.56	241,500.00	0.00	0.0%
Unemployment Insurance		3501-3502	569.16	569.16	403.27	569.16	0.00	0.0%
Workers' Compensation		3601-3602	31,049.15	31,049.15	19,866.24	31,049.15	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			696,435.43	696,435.43	435,115.03	696,435.43	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Cafeteria Special Revenue Fund  
Expenditures by Object

37683790000000  
Form 131  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	150,000.00	48,270.37	150,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	1,725,000.00	2,125,000.00	863,889.65	2,125,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,725,000.00	2,275,000.00	912,160.02	2,275,000.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	7,387.27	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	1,638.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	20,000.00	127,842.00	37,893.19	127,842.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	25,000.00	138,680.00	15,764.15	138,680.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			45,000.00	266,522.00	62,682.61	266,522.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	202,850.00	122,667.00	0.00	122,667.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			202,850.00	122,667.00	0.00	122,667.00	0.00	0.0%
TOTAL, EXPENDITURES			3,867,951.10	4,559,290.10	2,217,682.34	4,559,290.10		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	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	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Cafeteria Special Revenue Fund  
Expenditures by Object

37683790000000  
Form 13I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Cafeteria Special Revenue Fund  
Restricted Detail

37683790000000  
Form 131  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	906,530.98
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	152,014.39
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	343,965.16
5810	Other Restricted Federal	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	543,134.24
7033	Child Nutrition: School Food Best Practices Apportionment	141,537.47
9010	Other Restricted Local	11,889.99
Total, Restricted Balance		2,454,866.21

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Building Fund  
Expenditures by Object

37683790000000  
Form 211  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	700,000.00	1,886,440.41	508,249.54	1,886,440.41	0.00	0.0%
5) TOTAL, REVENUES			700,000.00	1,886,440.41	508,249.54	1,886,440.41		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	69,890.00	84,890.00	44,192.84	84,890.00	0.00	0.0%
3) Employee Benefits		3000-3999	34,413.94	34,413.94	26,484.53	34,413.94	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	40,400.00	21,586.00	40,400.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	47,831,298.44	4,887,413.11	47,831,298.44	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			104,303.94	47,991,002.38	4,979,676.48	47,991,002.38		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			595,696.06	(46,104,561.97)	(4,471,426.94)	(46,104,561.97)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			595,696.06	(46,104,561.97)	(4,471,426.94)	(46,104,561.97)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	46,104,561.97	46,104,561.97		46,104,561.97	0.00	0.0%
b) Audit Adjustments		9793	0.00	15,563.00		15,563.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			46,104,561.97	46,120,124.97		46,120,124.97		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			46,104,561.97	46,120,124.97		46,120,124.97		
2) Ending Balance, June 30 (E + F1e)			46,700,258.03	15,563.00		15,563.00		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	46,700,258.03	15,563.00		15,563.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Building Fund  
Expenditures by Object

37683790000000  
Form 211  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	700,000.00	1,886,440.41	508,249.54	1,886,440.41	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			700,000.00	1,886,440.41	508,249.54	1,886,440.41	0.00	0.0%
<b>TOTAL, REVENUES</b>			700,000.00	1,886,440.41	508,249.54	1,886,440.41		
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	69,890.00	84,890.00	44,192.84	84,890.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			69,890.00	84,890.00	44,192.84	84,890.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	18,057.20	18,057.20	11,814.24	18,057.20	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	5,346.60	5,346.60	3,441.98	5,346.60	0.00	0.0%
Health and Welfare Benefits		3401-3402	9,200.00	9,200.00	10,117.77	9,200.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Building Fund  
Expenditures by Object

37683790000000  
Form 211  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Unemployment Insurance		3501-3502	34.94	34.94	22.09	34.94	0.00	0.0%
Workers' Compensation		3601-3602	1,775.20	1,775.20	1,088.45	1,775.20	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>34,413.94</b>	<b>34,413.94</b>	<b>26,484.53</b>	<b>34,413.94</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	40,400.00	21,586.00	40,400.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>40,400.00</b>	<b>21,586.00</b>	<b>40,400.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	177,000.00	72,512.86	177,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	7,870.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	47,654,298.44	4,807,030.25	47,654,298.44	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>47,831,298.44</b>	<b>4,887,413.11</b>	<b>47,831,298.44</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>104,303.94</b>	<b>47,991,002.38</b>	<b>4,979,676.48</b>	<b>47,991,002.38</b>		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Building Fund  
Expenditures by Object

37683790000000  
Form 211  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Building Fund  
Restricted Detail

37683790000000  
Form 211  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
9010	Other Restricted Local	15,563.00
Total, Restricted Balance		15,563.00



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Facilities Fund  
Expenditures by Object

37683790000000  
Form 25I  
F62H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	680,000.00	166,085.86	680,000.00	0.00	0.0%
5) TOTAL, REVENUES			100,000.00	680,000.00	166,085.86	680,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	20,000.00	4,609.00	20,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	1,117,000.00	598,421.73	1,117,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	1,137,000.00	603,030.73	1,137,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			100,000.00	(457,000.00)	(436,944.87)	(457,000.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(30,000.00)	0.00	(30,000.00)		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			100,000.00	(487,000.00)	(436,944.87)	(487,000.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,033,890.82	9,033,890.82		9,033,890.82	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,033,890.82	9,033,890.82		9,033,890.82		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,033,890.82	9,033,890.82		9,033,890.82		
2) Ending Balance, June 30 (E + F1e)			9,133,890.82	8,546,890.82		8,546,890.82		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	9,133,890.82	8,546,890.82		8,546,890.82		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Facilities Fund  
Expenditures by Object

37683790000000  
Form 25I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Interest		8660	100,000.00	680,000.00	102,883.52	680,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	63,202.34	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			100,000.00	680,000.00	166,085.86	680,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			100,000.00	680,000.00	166,085.86	680,000.00		
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Facilities Fund  
Expenditures by Object

37683790000000  
Form 251  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	20,000.00	4,609.00	20,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	20,000.00	4,609.00	20,000.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	1,117,000.00	598,421.73	1,117,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	1,117,000.00	598,421.73	1,117,000.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	1,137,000.00	603,030.73	1,137,000.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	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	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	30,000.00	0.00	30,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	30,000.00	0.00	30,000.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Facilities Fund  
Expenditures by Object

37683790000000  
Form 25I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	(30,000.00)	0.00	(30,000.00)		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Facilities Fund  
Restricted Detail

37683790000000  
Form 25I  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
9010	Other Restricted Local	8,546,890.82
Total, Restricted Balance		8,546,890.82

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
County School Facilities Fund  
Expenditures by Object

37683790000000  
Form 35I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	1,867.64	5,000.00	0.00	0.0%
5) TOTAL, REVENUES			5,000.00	5,000.00	1,867.64	5,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			5,000.00	5,000.00	1,867.64	5,000.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			5,000.00	5,000.00	1,867.64	5,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	162,912.22	162,912.22		162,912.22	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			162,912.22	162,912.22		162,912.22		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			162,912.22	162,912.22		162,912.22		
2) Ending Balance, June 30 (E + F1e)			167,912.22	167,912.22		167,912.22		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	167,912.22	167,912.22		167,912.22		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
County School Facilities Fund  
Expenditures by Object

37683790000000  
Form 351  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
School Facilities Apportionments		8545	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Interest		8660	5,000.00	5,000.00	1,867.64	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			5,000.00	5,000.00	1,867.64	5,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			5,000.00	5,000.00	1,867.64	5,000.00		
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
County School Facilities Fund  
Expenditures by Object

37683790000000  
Form 351  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	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	0.0%
To JPAs		7213	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.00	0.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	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	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
County School Facilities Fund  
Expenditures by Object

37683790000000  
Form 351  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
County School Facilities Fund  
Restricted Detail

37683790000000  
Form 35I  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
7710	State School Facilities Projects	119,708.82
9010	Other Restricted Local	48,203.40
Total, Restricted Balance		167,912.22

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Object

37683790000000  
Form 401  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	190,000.00	73,689.50	190,000.00	0.00	0.0%
5) TOTAL, REVENUES			100,000.00	190,000.00	73,689.50	190,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	6,000,000.00	0.00	6,000,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	6,000,000.00	0.00	6,000,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			100,000.00	(5,810,000.00)	73,689.50	(5,810,000.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			100,000.00	(5,810,000.00)	73,689.50	(5,810,000.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,427,812.46	6,427,812.46		6,427,812.46	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,427,812.46	6,427,812.46		6,427,812.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,427,812.46	6,427,812.46		6,427,812.46		
2) Ending Balance, June 30 (E + F1e)			6,527,812.46	617,812.46		617,812.46		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	6,527,812.46	617,812.46		617,812.46		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Object

37683790000000  
Form 401  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Pass-Through Revenues from State Sources		8587	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	100,000.00	190,000.00	73,689.50	190,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			100,000.00	190,000.00	73,689.50	190,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			100,000.00	190,000.00	73,689.50	190,000.00		
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Object

37683790000000  
Form 401  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	6,000,000.00	0.00	6,000,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	6,000,000.00	0.00	6,000,000.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	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	0.0%
To JPAs		7213	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	6,000,000.00	0.00	6,000,000.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	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	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	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	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Object

37683790000000  
Form 40I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Special Reserve Fund for Capital Outlay Projects  
Restricted Detail

37683790000000  
Form 401  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
9010	Other Restricted Local	617,812.46
Total, Restricted Balance		617,812.46



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Project Fund for Blended Component Units  
Expenditures by Object

37683790000000  
Form 491  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,524,500.00	4,524,500.00	2,024,916.86	4,524,500.00	0.00	0.0%
5) TOTAL, REVENUES			4,524,500.00	4,524,500.00	2,024,916.86	4,524,500.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,400,000.00	4,400,000.00	2,138,534.29	4,400,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,400,000.00	4,400,000.00	2,138,534.29	4,400,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			124,500.00	124,500.00	(113,617.43)	124,500.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	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	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			124,500.00	124,500.00	(113,617.43)	124,500.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,004,304.48	6,004,304.48		6,004,304.48	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,004,304.48	6,004,304.48		6,004,304.48		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,004,304.48	6,004,304.48		6,004,304.48		
2) Ending Balance, June 30 (E + F1e)			6,128,804.48	6,128,804.48		6,128,804.48		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	6,128,804.48	6,128,804.48		6,128,804.48		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Project Fund for Blended Component Units  
Expenditures by Object

37683790000000  
Form 491  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	4,500,000.00	4,500,000.00	2,013,080.87	4,500,000.00	0.00	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	24,500.00	24,500.00	11,835.99	24,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			4,524,500.00	4,524,500.00	2,024,916.86	4,524,500.00	0.00	0.0%
TOTAL, REVENUES			4,524,500.00	4,524,500.00	2,024,916.86	4,524,500.00		
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Project Fund for Blended Component Units  
Expenditures by Object

37683790000000  
Form 49I  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	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	0.0%
To JPAs		7213	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	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	1,700,000.00	1,700,000.00	947,561.05	1,700,000.00	0.00	0.0%
Other Debt Service - Principal		7439	2,700,000.00	2,700,000.00	1,190,973.24	2,700,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,400,000.00	4,400,000.00	2,138,534.29	4,400,000.00	0.00	0.0%
TOTAL, EXPENDITURES			4,400,000.00	4,400,000.00	2,138,534.29	4,400,000.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	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	0.0%
<b>INTERFUND TRANSFERS OUT</b>								

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Project Fund for Blended Component Units  
Expenditures by Object

37683790000000  
Form 491  
F82H5BTWUU(2024-25)

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
Capital Project Fund for Blended Component Units  
Restricted Detail

37683790000000  
Form 49I  
F82H5BTWUU(2024-25)

Resource	Description	2024-25 Projected Totals
9010	Other Restricted Local	6,128,804.48
Total, Restricted Balance		6,128,804.48

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
AVERAGE DAILY ATTENDANCE

37 68379 0000000  
Form AI  
F82H5BTWUU(2024-25)

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> 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)	3,915.12	3,928.61	3,844.82	3,928.61	0.00	0.0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> 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)					0.00	
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> 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)					0.00	
<b>4. Total, District Regular ADA</b> (Sum of Lines A1 through A3)	3,915.12	3,928.61	3,844.82	3,928.61	0.00	0.0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools			8.01		0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) (EC 2000 and 46380)					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	8.01	0.00	0.00	0.0%
<b>6. TOTAL DISTRICT ADA</b> (Sum of Line A4 and Line A5g)	3,915.12	3,928.61	3,852.83	3,928.61	0.00	0.0%
<b>7. Adults in Correctional Facilities</b>					0.00	
<b>8. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
AVERAGE DAILY ATTENDANCE

37 68379 0000000  
Form AI  
F82H5BTWUU(2024-25)

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education Grant ADA</b>						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools	8.94				0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	8.94	0.00	0.00	0.00	0.00	0.0%
<b>3. TOTAL COUNTY OFFICE ADA</b> (Sum of Lines B1d and B2g)	8.94	0.00	0.00	0.00	0.00	0.0%
<b>4. Adults in Correctional Facilities</b>					0.00	
<b>5. County Operations Grant ADA</b>					0.00	
<b>6. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
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.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>					0.00	
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
<b>d. Total, Charter School County Program Alternative Education ADA</b> (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
<b>f. Total, Charter School Funded County Program ADA</b> (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4. TOTAL CHARTER SCHOOL ADA</b> (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>					0.00	
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
<b>d. Total, Charter School County Program Alternative Education ADA</b> (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
<b>f. Total, Charter School Funded County Program ADA</b>						

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
AVERAGE DAILY ATTENDANCE

37 68379 0000000  
Form AI  
F82H5BTWUU(2024-25)

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.0%



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Unrestricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	57,013,202.00	1.64%	57,949,842.00	3.48%	59,986,290.00
2. Federal Revenues	8100-8299	100,000.00	0.00%	100,000.00	0.00%	100,000.00
3. Other State Revenues	8300-8599	881,270.00	(1.42%)	868,787.00	(1.41%)	856,515.00
4. Other Local Revenues	8600-8799	1,155,003.00	0.00%	1,155,003.00	0.00%	1,155,003.00
5. Other Financing Sources						
a. Transfers In	8900-8929	30,000.00	0.00%	30,000.00	0.00%	30,000.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(12,225,572.15)	3.00%	(12,592,339.00)	3.00%	(12,970,109.00)
6. Total (Sum lines A1 thru A5c)		46,953,902.85	1.19%	47,511,293.00	3.42%	49,137,699.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				22,598,333.16		22,882,780.00
b. Step & Column Adjustment				451,966.66		453,655.60
c. Cost-of-Living Adjustment						
d. Other Adjustments				(367,519.82)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	22,598,333.16	.37%	22,682,780.00	2.00%	23,136,435.60
2. Classified Salaries						
a. Base Salaries				9,085,574.64		8,748,046.00
b. Step & Column Adjustment				181,711.49		174,960.92
c. Cost-of-Living Adjustment						
d. Other Adjustments				(519,240.13)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	9,085,574.64	(3.71%)	8,748,046.00	2.00%	8,923,006.92
3. Employee Benefits	3000-3999	11,397,513.71	(1.26%)	11,253,487.00	1.97%	11,475,446.00
4. Books and Supplies	4000-4999	753,127.35	(25.34%)	562,316.00	1.00%	567,939.00
5. Services and Other Operating Expenditures	5000-5999	5,589,500.00	2.92%	5,752,712.00	2.70%	5,908,037.00
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	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,402,824.01)	2.92%	(1,443,786.00)	2.70%	(1,482,769.00)
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)				0.00		0.00
11. Total (Sum lines B1 thru B10)		48,292,224.85	(.96%)	47,826,555.00	2.03%	48,799,095.52
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		(1,338,322.00)		(315,262.00)		338,603.48
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		4,073,256.08		2,734,934.08		2,419,672.08
2. Ending Fund Balance (Sum lines C and D1)		2,734,934.08		2,419,672.08		2,758,275.56
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	100,000.00		100,000.00		100,000.00
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	0.00		0.00		295,305.00
e. Unassigned/Unappropriated						



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Unrestricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
1. Reserve for Economic Uncertainties	9789	2,634,933.00		2,319,672.00		2,362,970.00
2. Unassigned/Unappropriated	9790	1.08		.08		.56
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,734,934.08		2,419,672.08		2,758,275.56
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,634,933.00		2,319,672.00		2,362,970.00
c. Unassigned/Unappropriated	9790	1.08		.08		.56
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
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 (Sum lines E1a thru E2c)		2,634,934.08		2,319,672.08		2,362,970.56
<b>F. ASSUMPTIONS</b>						
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.						
The Board approved 25-26 budget reduction is included in the MYP.						

San Yeldro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Restricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	297,113.00	0.00%	297,113.00	0.00%	297,113.00
2. Federal Revenues	8100-8299	5,222,439.71	(41.01%)	3,080,551.00	0.00%	3,080,551.00
3. Other State Revenues	8300-8599	15,556,164.65	(.94%)	15,409,915.00	(.03%)	15,404,647.00
4. Other Local Revenues	8600-8799	2,584,525.00	0.00%	2,584,525.00	0.00%	2,584,525.00
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	12,225,572.15	3.00%	12,592,339.00	3.00%	12,970,109.00
6. Total (Sum lines A1 thru A5c)		35,885,814.51	(5.35%)	33,964,443.00	1.10%	34,338,945.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				8,081,602.20		5,575,544.00
b. Step & Column Adjustment				161,632.04		111,510.88
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,667,690.24)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	8,081,602.20	(31.01%)	5,575,544.00	2.00%	5,687,054.88
2. Classified Salaries						
a. Base Salaries				4,188,943.91		3,805,485.00
b. Step & Column Adjustment				83,778.88		72,109.70
c. Cost-of-Living Adjustment						
d. Other Adjustments				(667,237.79)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,188,943.91	(13.93%)	3,605,485.00	2.00%	3,677,594.70
3. Employee Benefits	3000-3999	8,361,077.14	(7.67%)	7,720,062.00	1.28%	7,819,041.00
4. Books and Supplies	4000-4999	5,380,761.31	(26.62%)	3,948,351.00	1.00%	3,987,836.00
5. Services and Other Operating Expenditures	5000-5999	11,834,291.98	(37.74%)	7,367,443.00	2.70%	7,566,364.00
6. Capital Outlay	6000-6999	478,706.62	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,162,425.01	2.92%	1,196,368.00	2.70%	1,228,670.00
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)				0.00		0.00
11. Total (Sum lines B1 thru B10)		39,487,808.17	(25.51%)	29,413,253.00	1.88%	29,966,560.58
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		(3,601,993.66)		4,551,190.00		4,370,384.42
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		20,393,166.37		16,791,172.71		21,342,362.71
2. Ending Fund Balance (Sum lines C and D1)		16,791,172.71		21,342,362.71		25,712,747.13
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	16,791,173.71		21,342,362.71		25,712,747.13
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Restricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
2. Unassigned/Unappropriated	9790	(1.00)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		16,791,172.71		21,342,362.71		25,712,747.13
<b>E. AVAILABLE RESERVES</b>						
1. General Fund )						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
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)						
<b>F. ASSUMPTIONS</b>						
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.						
The adjustments are the reversal of the carryover budgets from 23-24.						

San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Unrestricted/Restricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	57,310,315.00	1.63%	58,246,955.00	3.46%	60,263,403.00
2. Federal Revenues	8100-8299	5,322,439.71	(40.24%)	3,180,551.00	0.00%	3,180,551.00
3. Other State Revenues	8300-8599	16,437,434.65	(.97%)	16,278,702.00	(.11%)	16,281,162.00
4. Other Local Revenues	8600-8799	3,739,528.00	0.00%	3,739,528.00	0.00%	3,739,528.00
5. Other Financing Sources						
a. Transfers In	8900-8929	30,000.00	0.00%	30,000.00	0.00%	30,000.00
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)		82,839,717.36	(1.65%)	81,475,736.00	2.45%	83,474,644.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				30,679,935.36		28,258,324.00
b. Step & Column Adjustment				613,598.70		565,166.48
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,035,210.06)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	30,679,935.36	(7.89%)	28,258,324.00	2.00%	28,823,490.48
2. Classified Salaries						
a. Base Salaries				13,274,518.55		12,353,531.00
b. Step & Column Adjustment				265,490.37		247,070.62
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,186,477.92)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	13,274,518.55	(6.94%)	12,353,531.00	2.00%	12,600,601.62
3. Employee Benefits	3000-3999	19,758,590.85	(3.97%)	18,973,549.00	1.69%	19,294,487.00
4. Books and Supplies	4000-4999	6,133,888.66	(26.48%)	4,510,667.00	1.00%	4,555,775.00
5. Services and Other Operating Expenditures	5000-5999	17,423,791.98	(24.70%)	13,120,155.00	2.70%	13,474,401.00
6. Capital Outlay	6000-6999	478,706.62	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(240,399.00)	2.92%	(247,418.00)	2.70%	(254,099.00)
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)		87,780,033.02	(12.01%)	77,239,808.00	1.98%	78,765,656.10
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		(4,940,315.66)		4,235,928.00		4,708,987.90
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		24,466,422.45		19,526,106.79		23,762,034.79
2. Ending Fund Balance (Sum lines C and D1)		19,526,106.79		23,762,034.79		28,471,022.69
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	100,000.00		100,000.00		100,000.00
b. Restricted	9740	16,791,173.71		21,342,362.71		25,712,747.13
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	0.00		0.00		295,305.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,634,933.00		2,319,672.00		2,362,970.00



San Ysidro Elementary  
San Diego County

2024-25 Second Interim  
General Fund  
Multiyear Projections  
Unrestricted/Restricted

37 68379 0000000  
Form MYPI  
F82H5BTWUU(2024-25)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
2. Unassigned/Unappropriated	9790	.08		.08		.56
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		19,528,106.79		23,762,034.79		28,471,022.69
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,634,933.00		2,319,672.00		2,362,970.00
c. Unassigned/Unappropriated	9790	1.08		.08		.56
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(1.00)		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 E1 thru E2c)		2,634,933.08		2,319,672.08		2,362,970.56
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		3.00%
<b>F. RECOMMENDED RESERVES</b>						
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 AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		3,844.82		3,779.46		3,715.21
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		87,780,033.02		77,239,808.00		78,765,656.10
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)		87,780,033.02		77,239,808.00		78,765,656.10
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,633,400.99		2,317,194.24		2,362,969.68
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,633,400.99		2,317,194.24		2,362,969.68
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

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

Deviations from the standards must be explained and may affect the interim certification.

#### CRITERIA AND STANDARDS

1. **CRITERION: Average Daily Attendance**

**STANDARD:** Projected funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

#### 1A. Calculating the District's ADA Variances

**DATA ENTRY:** First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

#### Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AJ, Lines A4 and C4)	Percent Change	Status
<b>Current Year (2024-25)</b>				
District Regular	3,923.18	3,928.61		
Charter School	0.00	0.00		
<b>Total ADA</b>	<b>3,923.18</b>	<b>3,928.61</b>	<b>.1%</b>	<b>Met</b>
<b>1st Subsequent Year (2025-26)</b>				
District Regular	3,905.34	3,877.00		
Charter School				
<b>Total ADA</b>	<b>3,905.34</b>	<b>3,877.00</b>	<b>(.7%)</b>	<b>Met</b>
<b>2nd Subsequent Year (2026-27)</b>				
District Regular	3,872.18	3,848.23		
Charter School				
<b>Total ADA</b>	<b>3,872.18</b>	<b>3,848.23</b>	<b>(.6%)</b>	<b>Met</b>

#### 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 changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

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2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. 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		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CALPADS/Projected		
Current Year (2024-25)				
District Regular	4,144.00	4,144.00		
Charter School				
Total Enrollment	4,144.00	4,144.00	0.0%	Met
1st Subsequent Year (2025-26)				
District Regular	4,082.00	4,074.00		
Charter School				
Total Enrollment	4,082.00	4,074.00	(.2%)	Met
2nd Subsequent Year (2026-27)				
District Regular	4,021.00	4,004.00		
Charter School				
Total Enrollment	4,021.00	4,004.00	(.4%)	Met

2B. Comparison of District Enrollment to the Standard

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

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal 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 current fiscal 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: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal 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.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2021-22)			
District Regular	3,844	4,264	
Charter School			
<b>Total ADA/Enrollment</b>	<b>3,844</b>	<b>4,264</b>	<b>90.2%</b>
Second Prior Year (2022-23)			
District Regular	3,865	4,260	
Charter School			
<b>Total ADA/Enrollment</b>	<b>3,865</b>	<b>4,260</b>	<b>90.7%</b>
First Prior Year (2023-24)			
District Regular	3,876	4,203	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>3,876</b>	<b>4,203</b>	<b>92.2%</b>
Historical Average Ratio:			91.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			91.5%

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

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal 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.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CALPADS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2024-25)				
District Regular	3,845	4,144		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>3,845</b>	<b>4,144</b>	<b>92.8%</b>	<b>Not Met</b>
1st Subsequent Year (2025-26)				
District Regular	3,779	4,074		
Charter School				
<b>Total ADA/Enrollment</b>	<b>3,779</b>	<b>4,074</b>	<b>92.8%</b>	<b>Not Met</b>
2nd Subsequent Year (2026-27)				
District Regular	3,715	4,004		
Charter School				
<b>Total ADA/Enrollment</b>	<b>3,715</b>	<b>4,004</b>	<b>92.8%</b>	<b>Not Met</b>

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

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

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:  
(required if NOT met)

The ratio of attendance to enrollment will range from 92% - 94%. Recently, the district has experience a decline in attendance.

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4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

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

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue			
	(Fund 01, Objects 8011, 8012, 8020-8089)			
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals	Percent Change	Status
Current Year (2024-25)	56,963,595.00	57,013,202.00	.1%	Met
1st Subsequent Year (2025-26)	58,819,205.00	57,949,842.00	(1.5%)	Met
2nd Subsequent Year (2026-27)	60,666,944.00	59,966,290.00	(1.2%)	Met

4B. Comparison of District LCFF Revenue to the Standard

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

1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

## 5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal 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: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)	
Third Prior Year (2021-22)	34,926,169.22	39,890,908.36	87.6%
Second Prior Year (2022-23)	42,210,977.62	49,070,257.96	86.0%
First Prior Year (2023-24)	43,076,341.73	50,673,582.34	85.0%
	Historical Average Ratio:		86.2%

	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.2% to 89.2%	83.2% to 89.2%	83.2% to 89.2%

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

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000- 3999)	Total Expenditures (Form 011, Objects 1000- 7499)		
	(Form MYPI, Lines B1-B3)	(Form MYPI, Lines B1-B8, B10)		
Current Year (2024-25)	43,081,421.51	48,292,224.85	89.2%	Not Met
1st Subsequent Year (2025-26)	42,684,313.00	47,826,555.00	89.2%	Not Met
2nd Subsequent Year (2026-27)	43,534,888.52	48,799,095.52	89.2%	Not 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 NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:  
(required if NOT met)

The percentage increase is due to the increase in salaries. SYEA, CSEA, Classified Confidential and Management employees received the following salary increases: 5% beginning 01-01-24 and 2% beginning 01-01-25.

## 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 current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

## 6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. 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	First Interim	Second Interim	Percent Change	Change is Outside Explanation Range
	Projected Year Totals (Form 01CSI, Item 6A)	Projected Year Totals (Fund 01) (Form MYPI)		

## Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2024-25)	5,322,439.71	5,322,439.71	0.0%	No
1st Subsequent Year (2025-26)	3,461,535.00	3,180,551.00	-8.1%	Yes
2nd Subsequent Year (2026-27)	3,461,535.00	3,180,551.00	-8.1%	Yes

Explanation:  
(required if Yes)

The change is due to the reversal of 23-24 carryover budgets.

## Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2024-25)	16,452,949.90	16,437,434.65	-.1%	No
1st Subsequent Year (2025-26)	16,290,796.00	16,278,702.00	-.1%	No
2nd Subsequent Year (2026-27)	16,269,955.00	16,261,162.00	-.1%	No

Explanation:  
(required if Yes)

## Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2024-25)	3,589,525.00	3,739,528.00	4.2%	No
1st Subsequent Year (2025-26)	3,589,525.00	3,739,528.00	4.2%	No
2nd Subsequent Year (2026-27)	3,589,525.00	3,739,528.00	4.2%	No

Explanation:  
(required if Yes)

## Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2024-25)	6,209,702.60	6,133,888.66	-1.2%	No
1st Subsequent Year (2025-26)	2,857,423.00	4,510,667.00	69.7%	Yes
2nd Subsequent Year (2026-27)	2,778,945.00	4,555,775.00	63.9%	Yes

Explanation:  
(required if Yes)

The change is due to the reversal of 23-24 carryover budgets and budget adjustments.

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

Current Year (2024-25)	17,587,606.98	17,423,791.98	-.9%	No
1st Subsequent Year (2025-26)	16,674,740.00	13,120,155.00	-21.3%	Yes
2nd Subsequent Year (2026-27)	17,143,301.00	13,474,401.00	-21.4%	Yes

Explanation:  
(required if Yes)

The change is due to the reversal of 23-24 carryover budgets and budget adjustments.

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**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2024-25)	25,364,914.61	25,499,402.36	.5%	Met
1st Subsequent Year (2025-26)	23,341,856.00	23,198,781.00	-.6%	Met
2nd Subsequent Year (2026-27)	23,321,015.00	23,181,241.00	-.6%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2024-25)	23,797,309.58	23,557,680.84	-1.0%	Met
1st Subsequent Year (2025-26)	19,332,163.00	17,630,822.00	-8.8%	Not Met
2nd Subsequent Year (2026-27)	19,822,246.00	18,030,176.00	-9.5%	Not Met

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

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
Federal Revenue  
(linked from 6A  
if NOT met)

Explanation:  
Other State Revenue  
(linked from 6A  
if NOT met)

Explanation:  
Other Local Revenue  
(linked from 6A  
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year 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:  
Books and Supplies  
(linked from 6A  
if NOT met)

The change is due to the reversal of 23-24 carryover budgets and budget adjustments.

Explanation:  
Services and Other Exps  
(linked from 6A  
if NOT met)

The change is due to the reversal of 23-24 carryover budgets and budget adjustments.

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7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how 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. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Second Interim Contribution		Status
	Required Minimum Contribution	Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	
1. OMMA/RMA Contribution	2,268,368.34	2,600,711.47	Met
2. First Interim Contribution (Information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		2,600,711.47	

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

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size (EC Section 17070.75 (b)(2)(E)))
<input type="checkbox"/>	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<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>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.

<sup>2</sup>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.

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

DATA ENTRY: All data are extracted or calculated.

	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.0%	3.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.0%	1.0%	1.0%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			
	Net Change in	Total Unrestricted	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Unrestricted Fund Balance	Expenditures		
	(Form 011, Section E)	and Other Financing Uses (Form 011, Objects 1000- 7999)		
	(Form MYPI, Line C)	(Form MYPI, Line B11)		
Current Year (2024-25)	(1,338,322.00)	48,292,224.85	2.8%	Not Met
1st Subsequent Year (2025-26)	(315,282.00)	47,826,555.00	.7%	Met
2nd Subsequent Year (2026-27)	338,603.48	48,799,095.52	N/A	Met

**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 level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:  
(required if NOT met)

The increase in 24-25 deficit spending is due to the salary increase of 2% effective 01-01-25.

## 9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

## 9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance	
	General Fund	
	Projected Year Totals	
	(Form 011, Line F2 ) (Form MYPI, Line D2)	Status
Current Year (2024-25)	19,526,106.79	Met
1st Subsequent Year (2025-26)	23,762,034.79	Met
2nd Subsequent Year (2026-27)	28,471,022.69	Met

## 9A-2. Comparison of the District's Ending Fund Balance to the Standard

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

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

## 9B-1. Determining If the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance	
	General Fund	
	(Form CASH, Line F, June Column)	
		Status
Current Year (2024-25)	24,076,835.00	Met

## 9B-2. Comparison of the District's Ending Cash Balance to the Standard

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

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

## 10. CRITERION: Reserves

**STANDARD:** Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

**DATA ENTRY:** Current Year data are extracted. If Form MYPI 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 \$87,000 (greater of)	0 to 300
4% or \$87,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 250,000
1%	250,001 and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and 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.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> 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.

	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	3,845	3,779	3,715
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 MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Current Year data are extracted.

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

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s):

No

	Current Year Projected Year Totals (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
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 MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	87,780,033.02	77,239,808.00	78,765,656.10
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)	87,780,033.02	77,239,808.00	78,765,656.10

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4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	2,633,400.99	2,317,194.24	2,362,969.68
6. Reserve Standard - by Amount (\$87,000 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)	2,633,400.99	2,317,194.24	2,362,969.68

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year		
	Projected Year Totals	1st Subsequent Year	2nd Subsequent Year
	(2024-25)	(2025-26)	(2026-27)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	2,634,933.00	2,319,672.00	2,362,970.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1.08	.08	.56
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	(1.00)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	2,634,933.08	2,319,672.08	2,362,970.56
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	3.00%
District's Reserve Standard (Section 10B, Line 7):	2,633,400.99	2,317,194.24	2,362,969.68
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

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

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**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 have occurred since first interim projections 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 funded with one-time revenues that have changed since first interim projections by more than five percent?

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. Temporary Interfund Borrowings**

- 1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

No

- 1b. If Yes, identify the interfund borrowings:

**S4. Contingent Revenues**

- 1a. Does your district have projected revenues for the current fiscal 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:

**85. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% 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: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund</b> (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2024-25)	(11,384,277.53)	(12,225,572.15)	7.4%	841,294.62	Not Met
1st Subsequent Year (2025-26)	(11,884,278.00)	(12,592,339.00)	6.0%	708,061.00	Not Met
2nd Subsequent Year (2026-27)	(12,384,278.00)	(12,970,109.00)	4.7%	585,831.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2024-25)	30,000.00	30,000.00	0.0%	0.00	Met
1st Subsequent Year (2025-26)	30,000.00	30,000.00	0.0%	0.00	Met
2nd Subsequent Year (2026-27)	30,000.00	30,000.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2024-25)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2026-27)	0.00	0.00	0.0%	0.00	Met
<b>1d. Capital Project Cost Overruns</b>					
Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?				<span style="border: 1px solid black; padding: 2px;">No</span>	

\* 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. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:  
(required if NOT met)

The increase is due to the increase in Special Education costs.

- 1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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- 1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

--

- 1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:  
(required if YES)




**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal 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.

<sup>1</sup> 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: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for Items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?

(If No, skip items 1b and 2 and sections S6B and S6C)

Yes

- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?

No

2. If Yes to Item 1a, list (or update) 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:		Principal Balance as of July 1, 2024-25
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	30	Fund 49	Fund 52	32,655,000
General Obligation Bonds	25	Fund 21	Fund 51	156,679,993
Supp Early Retirement Program	3	Fund 01	Fund 01	2,700,000
State School Building Loans				
Compensated Absences		Funds 0100, 1200, 1300	Funds 0100, 1200, 1300	710,848

**Other Long-term Commitments (do not include OPEB):**

Pension Liability		Fund 0100, 1200, 1300	Fund 0100, 1200, 1300	62,061,554
2016-17 ADA Overstatement Repayment	3	Fund 0100	Fund 0100	811,167
Subscription Liability	3	Fund 0100	Fund 0100	296,506
Lease Liability	5	Fund 0100	Fund 0100	279,265
<b>TOTAL:</b>				<b>256,194,333</b>

Type of Commitment (continued)	Prior Year (2023-24)	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation	3,101,568	3,017,143	2,839,493	2,813,343
General Obligation Bonds	9,850,783	14,243,689	14,150,648	12,546,243
Supp Early Retirement Program	900,000	900,000	900,000	900,000
State School Building Loans				
Compensated Absences	440,532	710,848		

**Other Long-term Commitments (continued):**

Pension Liability				
2016-17 ADA Overstatement Repayment	270,390	270,390	270,390	270,390
Subscription Liability	74,127	295,054	10,297	10,298
Lease Liability	40,248	78,455	76,309	76,309

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Total Annual Payments:	14,477,648	19,515,579	18,247,137	18,616,583
Has total annual payment increased over prior year (2023-24)?	Yes	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 current 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)

For the G.O. Bonds, the increases will be paid by ad valorem taxes collected by the Treasurer-Tax Collector's Office.

**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.

Explanation:  
(Required if Yes)

**87. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

- 1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

- 2 OPEB Liabilities

- a. Total OPEB liability  
b. OPEB plan(s) fiduciary net position (if applicable)  
c. Total/Net OPEB liability (Line 2a minus Line 2b)

## First Interim

(Form 01CSI, Item S7A)

Second Interim

16,017,716.00	16,017,716.00
0.00	0.00
16,017,716.00	16,017,716.00

- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

- e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

Actuarial	Actuarial
Jun 30, 2024	Jun 30, 2024

- 3 OPEB Contributions

- a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)

## First Interim

(Form 01CSI, Item S7A)

Second Interim

0.00	0.00
0.00	0.00
0.00	0.00

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)

450,000.00	450,000.00
376,883.00	376,883.00
360,425.00	360,425.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)

0.00	0.00
0.00	0.00
0.00	0.00

- d. Number of retirees receiving OPEB benefits

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)

46	46
46	46
46	46

4. Comments:

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**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. 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 1b-4)

No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a

2 Self-Insurance Liabilities

a. Accrued liability for self-insurance programs

b. Unfunded liability for self-insurance programs

First Interim  
(Form 01CSI, Item S7B) Second Interim


3 Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)

First Interim  
(Form 01CSI, Item S7B) Second Interim


b. Amount contributed (funded) for self-insurance programs

Current Year (2024-25)

1st Subsequent Year (2025-26)

2nd Subsequent Year (2026-27)


4 Comments:

--

**88. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, 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, 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: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of first interim projections?

Yes

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2023-24)	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of certificated (non-management) full-time-equivalent (FTE) positions	280.6	281.5	253.5	253.5

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

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, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

No

**Negotiations Settled Since First Interim**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Mar 05, 2024

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Feb 24, 2024

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

Mar 05, 2024

4. Period covered by the agreement:

Begin Date: Jul 01, 2023

End Date: Jun 30, 2025

5. Salary settlement:

Current Year  
(2024-25)1st Subsequent Year  
(2025-26)2nd Subsequent Year  
(2026-27)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Yes

Yes

Yes

**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")

1,135,315

1,809,824

2,840,312

2.0%

Identify the source of funding that will be used to support multiyear salary commitments:

General Fund and Child Development Fund



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Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

7. Amount included for any tentative salary schedule increases

--	--	--

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year


**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

--

If Yes, amount of new costs included in the interim and MYPs

--	--	--

If Yes, explain the nature of the new costs:

--

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year


Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?


**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections 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: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Yes

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2023-24)	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of classified (non-management) FTE positions	221.0	220.8	208.0	208.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

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, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

No

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Nov 14, 2024

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Nov 03, 2024

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

Dec 19, 2024

4. Period covered by the agreement:

Begin Date: Jul 01, 2024

End Date: Jun 30, 2025

5. Salary settlement:

Current Year  
(2024-25)1st Subsequent Year  
(2025-26)2nd Subsequent Year  
(2026-27)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Yes

Yes

Yes

**One Year Agreement**

Total cost of salary settlement

159,770

322,736

329,191

% change in salary schedule from prior year

2.0%

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:

General Fund, Child Development Fund and Cafeteria Fund

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

Current Year  
(2024-25)1st Subsequent Year  
(2025-26)2nd Subsequent Year  
(2026-27)

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7. Amount included for any tentative salary schedule increases

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	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
<b>Classified (Non-management) Health and Welfare (H&amp;W) Benefits</b>			
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Classified (Non-management) Prior Year Settlements Negotiated Since First Interim**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

--

	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
<b>Classified (Non-management) Step and Column Adjustments</b>			
1. Are step & column adjustments included in the interim and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
<b>Classified (Non-management) Attrition (layoffs and retirements)</b>			
1. Are savings from attrition included in the interim and MYPs?			
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?			

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):


**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?

Yes

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2023-24)	Current Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of management, supervisor, and confidential FTE positions	30.0	29.0	29.0	29.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

n/a

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

No

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year  
(may enter text, such as "Reopener")

Yes

Yes

Yes

150,429

2.0%

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

4. Amount included for any tentative salary schedule increases

**Management/Supervisor/Confidential  
Health and Welfare (H&W) Benefits**

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

1. Are costs of H&W benefit changes included in the interim and MYPs?

2. Total cost of H&W benefits

3. Percent of H&W cost paid by employer

4. Percent projected change in H&W cost over prior year

**Management/Supervisor/Confidential  
Step and Column Adjustments**

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

1. Are step & column adjustments included in the interim and MYPs?

2. Cost of step & column adjustments

3. Percent change in step and column over prior year

**Management/Supervisor/Confidential  
Other Benefits (mileage, bonuses, etc.)**

Current Year  
(2024-25)

1st Subsequent Year  
(2025-26)

2nd Subsequent Year  
(2026-27)

1. Are costs of other benefits included in the interim and MYPs?

2. Total cost of other benefits

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3. Percent change in cost of other benefits over prior year

--	--	--



89. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

89A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.


**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 A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

No

- A2. Is the system of personnel position control independent from the payroll system?

No

- A3. Is enrollment decreasing in both the prior and current fiscal years?

Yes

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

No

- A5. Has the district entered into a bargaining agreement where any of the current 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?

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)

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End of School District Second Interim Criteria and Standards Review

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2024-25

SAN YSIDRO ELEMENTARY

2024-25 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF	BUSINESS UNIT	BUSINESS ADVISOR
2/12/2025	JANUARY	03300	N. Schurr

District's authorizing signature

UPDATE DATE	ACTUALS TO MONTH OF	BUSINESS UNIT	BUSINESS ADVISOR	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th	SECOND INTERIM 2024-25
2/12/2025	JANUARY	03300	N. Schurr														

LCFF SOURCES																	
LCFF																	
Property Taxes	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$	1,098,809	\$
EPA	\$	138,232	\$	600,360	\$	198,001	\$	532,994	\$	973,404	\$	872,741	\$	8,878,780	\$	4,014,609	\$
RCA Residual Balance & CRD	\$	-	\$	-	\$	201,547	\$	-	\$	201,547	\$	-	\$	201,547	\$	-	\$
Charter in Lieu Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Special Education - Prop 13	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Other Revenue Sources	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
TOTAL LCFF SOURCES	\$	1,238,041	\$	1,700,065	\$	2,380,204	\$	2,512,850	\$	4,852,118	\$	11,914,007	\$	8,371,492	\$	1,141,980	\$

FEDERAL REVENUE																	
Impact Aid	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Special Education	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
9010 roll-up	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Federal Pass Through	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
30105-3025 Title I - Fed Cash Mgmt System	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
18011 - Fed Cash Mgmt System	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
4035 Special Ed Cash Mgmt System	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
42014-203 Other Federal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Multiple	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
32138-3214 One-Time Funding ESSER III	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
3216-3219 One-Time Funding ELO Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
8100-8239 TOTAL FEDERAL REVENUE	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$

OTHER STATE REVENUE																	
PA Sp. Ed. (SELPA) Administrative	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
PA Reimbursements CY & PY	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Mandate Block	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Lottery	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
PA Expanded Learning	\$	341,831	\$	615,478	\$	615,478	\$	615,478	\$	615,478	\$	615,478	\$	615,478	\$	615,478	\$
PA Special Education - Part	\$	16,087	\$	28,974	\$	28,974	\$	28,974	\$	28,974	\$	28,974	\$	28,974	\$	28,974	\$
PA Special Education - Part	\$	16,701	\$	30,062	\$	30,062	\$	30,062	\$	30,062	\$	30,062	\$	30,062	\$	30,062	\$
PA Special Education - Part	\$	32,886	\$	59,393	\$	59,393	\$	59,393	\$	59,393	\$	59,393	\$	59,393	\$	59,393	\$
PA LCC Equity Multiplier	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
STRS On-Behalf - Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Other State	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Other State (One-Time Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
2600 ELOP Repayment (FY2021-22 & FY2022-23)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
3300-3599 REVENUE	\$	374,729	\$	407,725	\$	723,905	\$	723,905	\$	723,905	\$	723,905	\$	723,905	\$	723,905	\$

OTHER LOCAL REVENUE																	
SPED	\$	148,369	\$	263,321	\$	361,522	\$	361,522	\$	361,522	\$	361,522	\$	361,522	\$	361,522	\$
Other Local	\$	35,108	\$	21,876	\$	37,980	\$	82,788	\$	743,847	\$	115,278	\$	33,380	\$	37,769	\$
TOTAL OTHER LOCAL REVENUE	\$	183,477	\$	285,197	\$	399,502	\$	444,310	\$	1,105,369	\$	476,800	\$	395,902	\$	270,376	\$
OTHER FINANCING SOURCES																	
Transfers in & Other Sources	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
TOTAL OTHER FINANCING SOURCES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
8000-8998 TOTAL REVENUE	\$	1,796,245	\$	2,410,180	\$	3,513,611	\$	3,691,017	\$	6,133,633	\$	14,065,020	\$	10,010,672	\$	6,916,292	\$

SALARIES & BENEFITS																	
Certificated	\$	2,284,110	\$	2,379,328	\$	2,571,177	\$	2,571,481	\$	2,618,505	\$	2,584,089	\$	2,650,748	\$	2,561,843	\$
Classified	\$	1,095,396	\$	1,119,511	\$	1,231,526	\$	1,626,383	\$	1,268,066	\$	1,221,777	\$	933,199	\$	1,022,138	\$
Benefits	\$	1,354,498	\$	1,380,003	\$	1,447,587	\$	1,676,575	\$	1,473,747	\$	1,463,878	\$	1,387,611	\$	1,302,639	\$
STRS On-Behalf - Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Salaries & Benefits (One-Time F	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$



1000-3999	TOTAL SALARIES & BENEFITS	\$	4,734,005	\$	4,879,141	\$	5,250,290	\$	5,874,449	\$	5,361,318	\$	5,249,744	\$	5,005,046	\$	4,416,418	\$	4,598,250	\$	4,971,556	\$	4,979,819	\$	8,491,874	\$	64,408,711	\$	63,713,944
OTHER EXPENDITURES																													
	Supplies	\$	98,102	\$	1,125,690	\$	161,287	\$	319,898	\$	151,301	\$	57,212	\$	100,184	\$	135,559	\$	216,526	\$	121,451	\$	383,981	\$	768,576	\$	3,640,768	\$	6,133,889
	Utilities	\$	30,267	\$	117,228	\$	203,510	\$	187,861	\$	179,898	\$	142,164	\$	202,259	\$	140,780	\$	156,560	\$	159,220	\$	163,590	\$	170,810	\$	1,864,166	\$	1,900,000
	Other Services (Excl. Utilities)	\$	2,158,085	\$	483,082	\$	1,158,173	\$	1,015,280	\$	888,122	\$	1,586,220	\$	1,403,549	\$	568,618	\$	611,837	\$	583,695	\$	1,102,189	\$	1,286,822	\$	12,932,665	\$	15,823,792
	Capital	\$	-	\$	7,683	\$	-	\$	58,148	\$	91,766	\$	-	\$	-	\$	335	\$	2,776	\$	1,915	\$	26,377	\$	170,132	\$	389,132	\$	478,707
	Pass Through Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	TRANSFER OUT, OTHER USES &	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Other Expenditures (One-Time P	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4000-7999	TOTAL OTHER EXPENDITURES	\$	2,293,175	\$	1,719,353	\$	1,533,266	\$	1,601,464	\$	1,421,391	\$	1,804,891	\$	1,716,288	\$	843,276	\$	988,259	\$	857,039	\$	1,676,896	\$	2,096,741	\$	18,662,799	\$	24,066,988
1000-7999	TOTAL EXPENDITURES	\$	7,027,180	\$	6,608,525	\$	6,785,656	\$	7,475,943	\$	6,782,708	\$	7,054,635	\$	7,321,334	\$	6,260,394	\$	6,583,609	\$	5,838,696	\$	6,656,516	\$	10,888,615	\$	83,271,510	\$	87,760,033

ASSETS													Ending Balance
	Other Cash Equivalents	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ 285,907
	Receivables	\$	-	\$ 8,977	\$	-	\$	-	\$	-	\$	-	\$ (3,655,902)
	Temporary Loans / Due From	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ (255,968)
	Other Assets	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
9111-9499	TOTAL ASSETS (excluding cash & eq.)	\$	-	\$ 8,977	\$	-	\$	-	\$	-	\$	-	\$ (3,615,960)
LIABILITIES & DEFERRED INFLOWS													Ending Balance
	Payables	\$	(1,221,018)	\$	(1,618)	\$	(48,649)	\$	(72,267)	\$	(86,184)	\$	\$ 3,416,108
	Unearned Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ 523,101
	Deferred Inflows of Resources	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
9500-9999	TOTAL CURRENT LIABILITIES	\$	(1,221,018)	\$	(1,618)	\$	(48,649)	\$	(72,267)	\$	(86,184)	\$	\$ 3,939,207
OTHER ACTIVITY													Ending Balance
	Audit Adjustments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	Other Restatements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	Expense Suspense	\$	(134,197)	\$	(338,971)	\$	(182,165)	\$	30,270	\$	(98,634)	\$	\$ (320,472)
	Revenue Suspense	\$	407,372	\$	1,003,758	\$	173,986	\$	1,905,000	\$	414,632	\$	\$ 5,787,470
	Payroll Suspense	\$	89,846	\$	95,748	\$	138,420	\$	177,429	\$	9,938	\$	\$ 663,784
	Treasury Reconciling Items	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
9111-9499	TOTAL OTHER ACTIVITY	\$	343,021	\$	760,535	\$	139,241	\$	2,112,729	\$	325,936	\$	\$ 6,110,702
LIABILITIES													Ending Balance
	ENDING BALANCE	\$	18,468,481	\$	16,048,011	\$	12,881,658	\$	11,117,254	\$	10,727,931	\$	\$ 24,076,835
	SUBTOTAL	\$	18,468,481	\$	16,048,011	\$	12,881,658	\$	11,117,254	\$	10,727,931	\$	\$ 24,076,835
	Prior to Borrowing	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ 25,396,018
BORROWING ACTIVITY													Ending Balance
	TRAN / TTF Principal Amounts	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	TRAN / TTF Premium	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	TRAN / TTF REPAYMENT CONT. & Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	TRAN / TTF Repayment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	Temporary Loans / Due To	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	Unaff. Liabilities (Excluding	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ (1,538,132)
	TOTAL BORROWING	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ -
	ACTIVITY	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ (1,538,132)
TOTAL BEGINNING BALANCES (excluding 9110)													Ending Balance
	Prior Year Transactions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	\$ 2,890,314
ENDING CASH BALANCE													Ending Balance
	ENDING CASH BALANCE	\$	21,006,894	\$	17,586,143	\$	14,399,760	\$	12,655,368	\$	12,266,083	\$	\$ 24,076,835
		\$	21,006,894	\$	17,586,143	\$	14,399,760	\$	12,655,368	\$	12,266,083	\$	\$ 24,076,835
		\$	21,006,894	\$	17,586,143	\$	14,399,760	\$	12,655,368	\$	12,266,083	\$	\$ 24,076,835



2025-26

SAN YSIDRO ELEMENTARY

2025-26 CASHFLOW

UPDATE DATE	ACTUALS END BAL TO MONTH OF	LEAD	BUSINESS UNIT	BUSINESS ADVISOR
2/12/2025	JANUARY 2024-25	68379	03300	N. Schuff

Districts authorizing signature

SHERIFF																	
BEGINNING BALANCE																	
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th					
\$ 24,076,835	\$ 18,016,974	\$ 13,331,103	\$ 13,284,447	\$ 11,784,365	\$ 10,844,917	\$ 22,512,152	\$ 26,037,653	\$ 27,375,418	\$ 26,042,786	\$ 33,252,941	\$ 34,037,981						
LCFF SOURCES																	
LCFF	\$ 1,019,874	\$ 1,019,874	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 1,835,414	\$ 20,393,487					
Property Taxes	\$ 122,184	\$ 694,702	\$ 108,220	\$ 481,753	\$ 1,364,967	\$ 5,327,212	\$ 872,741	\$ 872,741	\$ 8,978,760	\$ 4,014,609	\$ 872,741	\$ 34,909,644					
EPA	\$ -	\$ -	\$ 193,850	\$ -	\$ -	\$ 193,850	\$ -	\$ 193,850	\$ -	\$ -	\$ 193,850	\$ 775,401					
RDA Residual Balance & CRD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935,655	\$ -	\$ -	\$ -	\$ -	\$ 935,655	\$ 1,871,310					
Charter In Lieu Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
SPECIAL EDUCATION - Prop 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Transfer	\$ -	\$ -	\$ -	\$ -	\$ 74,278	\$ -	\$ -	\$ 74,278	\$ -	\$ -	\$ 148,557	\$ 287,113					
Other Revenue Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
TOTAL LCFF SOURCES	\$ 1,141,858	\$ 1,714,576	\$ 2,137,414	\$ 2,317,167	\$ 3,274,659	\$ 8,098,211	\$ 2,708,155	\$ 2,978,283	\$ 10,814,174	\$ 5,850,023	\$ 3,986,217	\$ 58,246,955					
FEDERAL REVENUE																	
Impact Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Special Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Federal Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 797,040					
8010 roll-up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
301043025	\$ -	\$ -	\$ 351,337	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,405,348					
4035	\$ -	\$ -	\$ 52,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,916					
420184203	\$ -	\$ -	\$ 118,718	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,871					
Other Federal	\$ -	\$ -	\$ -	\$ 50,631	\$ 12,320	\$ 48,729	\$ 4,207	\$ 4,988	\$ 31,160	\$ 8,834	\$ 71,724	\$ 241,765					
Multiple	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
One-Time Funding (ELO Grant (Originate by *))	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
TOTAL FEDERAL REVENUE	\$ -	\$ -	\$ 520,758	\$ 50,631	\$ 12,320	\$ 48,729	\$ 4,207	\$ 528,746	\$ 31,160	\$ 8,834	\$ 532,482	\$ 3,180,551					
OTHER STATE REVENUE																	
PA SP-ED (SELPA Administrator & School)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
PA Recompensations CY & PY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Mandate Block	\$ -	\$ -	\$ -	\$ -	\$ 146,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,910					
Lottery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282,409	\$ -	\$ -	\$ 282,409	\$ -	\$ -	\$ 797,227					
PA Expanded Learning Opportunities Program (TKK-6)	\$ 300,000	\$ 300,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 6,000,000					
6546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
6547	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
6770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
7389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
7690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000					
Other State	\$ -	\$ -	\$ -	\$ 647,847	\$ -	\$ 1,895,178	\$ -	\$ -	\$ -	\$ -	\$ 2,545,688	\$ 5,688,098					
Multiple	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
One-Time Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
TOTAL OTHER STATE REVENUE	\$ 300,000	\$ 300,000	\$ 540,000	\$ 1,187,647	\$ 688,910	\$ 2,897,585	\$ 540,000	\$ 540,000	\$ 802,409	\$ 540,000	\$ 6,348,075	\$ 15,630,735					
OTHER LOCAL REVENUE																	
SPED	\$ 129,228	\$ 129,228	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 232,607	\$ 2,884,625					
Other Local	\$ 3,981	\$ 4,820	\$ 4,851	\$ 155,348	\$ 125,760	\$ 28,798	\$ 124,971	\$ 21,021	\$ 35,690	\$ 37,769	\$ 573,574	\$ 1,147,379					
TOTAL OTHER LOCAL REVENUE	\$ 132,807	\$ 133,846	\$ 237,458	\$ 387,955	\$ 358,367	\$ 251,403	\$ 357,579	\$ 253,928	\$ 268,297	\$ 265,987	\$ 608,181	\$ 3,773,528					
OTHER FINANCING SOURCES																	
Transfers in & Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000					
TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000					
TOTAL REVENUE	\$ 1,574,865	\$ 2,140,223	\$ 3,435,701	\$ 3,943,399	\$ 4,332,276	\$ 15,154,221	\$ 11,203,174	\$ 11,913,730	\$ 6,889,233	\$ 11,738,191	\$ 79,820,088	\$ 81,175,736					
SALARIES & BENEFITS																	
Certificated	\$ 1,703,877	\$ 1,830,617	\$ 1,913,088	\$ 2,102,419	\$ 2,000,688	\$ 2,026,122	\$ 2,011,893	\$ 2,105,245	\$ 2,441,519	\$ 2,362,386	\$ 2,585,837	\$ 25,191,213					
Classified	\$ 885,983	\$ 973,365	\$ 854,884	\$ 1,058,698	\$ 1,251,413	\$ 880,007	\$ 873,395	\$ 914,161	\$ 868,453	\$ 951,222	\$ 1,089,816	\$ 11,300,307					
Benefits	\$ 1,089,396	\$ 1,154,888	\$ 1,172,458	\$ 1,277,884	\$ 1,313,026	\$ 1,215,887	\$ 1,248,131	\$ 1,265,105	\$ 1,322,810	\$ 1,327,402	\$ 1,463,177	\$ 15,058,284					
STRS On-Benefit - Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000					
Salaries & Benefits (One-Time Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
TOTAL SALARIES & BENEFITS	\$ 3,659,155	\$ 3,857,899	\$ 3,940,411	\$ 4,439,001	\$ 4,632,948	\$ 4,097,883	\$ 4,148,648	\$ 4,884,512	\$ 4,632,882	\$ 4,641,020	\$ 6,118,630	\$ 54,579,793					
OTHER EXPENDITURES																	





ASSETS													Ending Balance
	Other Cash Equivalents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Receivables	\$ (3,150,739)	\$ 24,804	\$ -	\$ 1,900,410	\$ -	\$ -	\$ 1,225,626	\$ -	\$ -	\$ -	\$ -	\$ -
	Temporary Loans / Due From	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9110-9499	TOTAL ASSETS (excluding cash 9110)	\$ (3,150,739)	\$ 24,804	\$ -	\$ 1,900,410	\$ -	\$ -	\$ 1,225,626	\$ -	\$ -	\$ -	\$ -	\$ -
LIABILITIES & DEFERRED INFLOWS													Ending Balance
	Payables	\$ 6,000,000	\$ (3,000,000)	\$ (2,400,000)	\$ (600,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Unearned Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9500-9629	TOTAL CURRENT LIABILITIES	\$ 6,000,000	\$ (3,000,000)	\$ (2,400,000)	\$ (600,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER ACTIVITY													Ending Balance
	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Restatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Expense Suspense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue Suspense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Payroll Suspense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Treasury Reconciling Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9110-9499	TOTAL OTHER ACTIVITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING BALANCE SUBTOTAL Prior to Borrowing													38,840,364
BORROWING ACTIVITY													Ending Balance
	TRAN / TTF Principal Amounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TRAN / TTF Premium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TRAN / TTF Insurance Cost & Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TRAN / TTF Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Temporary Loans / Due To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Liabilities (Excluding TRAN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL BORROWING ACTIVITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions													2,849,281
ENDING CASH BALANCE 9110													35,991,124
ENDING CASH BALANCE 9110													35,991,124

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 24/25-0034

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES C (**MEASURE T**) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$22,155,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District, San Diego County, State of California (hereinafter referred to as the “District”), on March 3, 2020 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a proposition as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$52,985,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on September 17, 2020, the District issued the first series of bonds under the Authorization in the amount of \$15,830,000, and on August 1, 2023, the District issued the second series of bonds under the Authorization in the amount of \$15,000,000; and

WHEREAS, at this time this Board of Education of the District (the “Board”) has determined that it is necessary and desirable to issue the third and final series of bonds pursuant to the Authorization in an aggregate principal amount not to exceed \$22,155,000 (the “Bonds”); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), the Bonds are authorized to be issued for the purposes set forth in the Authorization; and

WHEREAS, the District desires to issue the Bonds through a negotiated sale; and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Bonds, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District pursuant to the Authorization and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in an amount not to exceed \$22,155,000. The Bonds to be issued and sold are designated as the “San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure T).”

Section 2. Paying Agent. The Board hereby appoints the Paying Agent (as defined herein) to act as paying agent, bond registrar, authentication agent and transfer agent for the Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

Section 3. [Reserved].

Section 4. [Reserved].

Section 5. Approval of Purchase Contract. The form of the Bond Purchase Contract (the “Purchase Contract”) by and between the District and Barclays Capital, Inc. (the “Underwriter”), for the purchase and sale of the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and, each of the Superintendent of the District (the “Superintendent”), the Chief Business Official of the District and such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), acting alone, is hereby authorized to execute and deliver the Purchase Contract for the Bonds, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on any maturity of the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriter’s discount or fee for selling the Bonds, excluding original issue discount on the Bonds, shall not exceed 0.70% of the aggregate of principal amount of Bonds issued. The Authorized Officers, acting alone, are further authorized to determine the principal amount of the Bonds to be sold pursuant to the Purchase Contract, provided that the aggregate principal amount of Bonds sold under this Resolution shall not exceed \$22,155,000. The Purchase Contract with the Underwriter shall be executed by an Authorized Officer only if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, excluding compensation to the Underwriter, will equal approximately \$277,802, as further described in Exhibit A hereto.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

Section 6. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract, or in the Official Statement):

(a) “*Board*” means the District’s Board of Education.

(b) “*Bond Insurer*” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) “*Bond Payment Date*” means (i) with respect to interest payments on the Bonds, the payment dates specified in the Purchase Contract, and (ii) with respect to Principal payments on the Bonds, the dates provided in the Purchase Contract.

(d) “*Bond Register*” means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 9 hereof.

(e) “*Code*” means the Internal Revenue Code of 1986, as amended.

(f) “*Continuing Disclosure Certificate*” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(g) “*Costs of Issuance*” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for any credit enhancement relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

(h) “*County*” means the County of San Diego, California.

(i) “*Dated Date*” means the date on which a Bond is initially issued by the District and delivered to the initial purchaser thereof.

(j) “*Depository*” means DTC, in its capacity as securities depository for the Bonds, or such other securities depository acting as Depository pursuant to Section 7(c) hereof.

(k) “*District*” means the San Ysidro School District.

(l) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.

(m) “*Government Obligations*” shall have the meaning set forth in Section 20 hereof.

(n) “*Information Services*” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

(o) “*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 7(c) hereof.

(p) “*Outstanding*” when used with reference to the Bonds means, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to this Resolution; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (either to the final maturity date or to the redemption date of such Bonds, as applicable), in accordance with Section 20 of this Resolution.

(q) “*Owner*” means the registered owner of a Bond as shown on the bond register maintained by the Paying Agent in accordance with Section 9 hereof.

(r) “*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) “*Paying Agent*” means U.S. Bank Trust Company, National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District, and any successor thereto appointed by the District.

(t) “*Principal*” or “*Principal Amount*” means, with respect to any Bond, the principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 9 hereof or mandatory sinking fund payment due thereon, as applicable.

(u) “*Purchase Contract*” means the Bond Purchase Contract by and between the District and the Underwriter relating to the Bonds.

(v) “*Record Date*” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

(w) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320 or such other depository as is appointed by the District from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.

(x) “*Tax Certificate*” means the certificate by that name executed by the District on the date of issuance of the Bonds.

(y) “*Term Bonds*” means those Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.

(z) “*Treasurer*” means the Treasurer and Tax Collector of the County of San Diego.

(aa) “*Underwriter*” shall have the meaning set forth in Section 5 above.

Section 7. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall be issued in fully registered form and shall mature in the years, be issued in the Principal Amounts and bear interest at the rates set forth in the Purchase Contract. The Bonds will be initially registered to “Cede & Co.”, the Nominee of DTC.

Each Bond shall be dated its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable; provided, however, that, if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment. Interest shall be payable on the Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as and to the extent provided in the Purchase Contract.

(ii) Selection of Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 7(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately, as nearly as practicable, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a “Redemption Notice”) of the redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date (a) so long as the Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the Bonds or



designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

(iv) Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

(v) Additional Notice. In addition to the Redemption Notice given pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as above prescribed.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Notice of Redemption. Notice having been given in accordance with Section 7(b)(iii), and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 13 below) or an escrow account as provided in Section 20 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 7(b) hereof, together with interest to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 20 hereof so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as herein provided, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 7 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent or an escrow agent appointed by the District irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond (which may be typewritten) for each maturity date of such Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Bond). Upon initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of DTC, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION

OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR IN SUCH OTHER NAME AS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.”

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the “Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of Principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Bonds only to or upon the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of Principal and interest. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Bonds for the Depository’s book-entry system, the District has executed and delivered to the Depository a Letter of Representations. The execution and delivery of the Letter of Representations shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners of the Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository’s book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall deliver new fully-registered book-entry securities with respect to the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the District shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Bond and all notices with respect to such Bond, including notices of redemption, shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent.

(iv) Transfer of Bonds to Substitute Depository. Registered ownership of the Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(1) to any successor of the Depository or its nominee, or of any substitute depository designated pursuant to Section 7(c)(iv)(2) ("Substitute Depository"); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

In the case of any transfer pursuant to Section 7(c)(iv)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent

designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 7(c)(iv)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in the Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

(d) The initial Depository under this Section 7(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 8. Execution of Bonds. The Bonds shall be signed by the President of the Board, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 9. Paying Agent; Resignation or Removal; Transfer and Exchange. The Board does hereby appoint U.S. Bank Trust Company, National Association, to act as the authenticating agent, paying agent and transfer agent for the Bonds. The District may at any time, with or without

cause, remove the current Paying Agent and appoint a replacement as set forth below, in which case all references herein to the Paying Agent shall refer to such replacement.

So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 10 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. The Paying Agent may be removed by the District at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Bonds are registered in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

Any Bond may be exchanged for Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds,

the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 9 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

Section 10. Payment. Payment of interest on each Bond Payment Date, shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. With respect to all Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent



that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office or other designated office of the Paying Agent. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel each Bond upon payment thereof.

The Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District for the purpose of repaying the Bonds and other amounts on deposit in the Debt Service Fund.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Notice of Sale or the Purchase Contract, as applicable, and the Official Statement for the Bonds.

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.

REGISTERED  
NO.

REGISTERED  
\$

SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
ELECTION OF 2020 GENERAL OBLIGATION BONDS,  
SERIES C (MEASURE T)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
___% per annum	August 1, 20__	_____, 2025	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

The San Ysidro School District (the “District”) in San Diego County, California (the “County”) for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, or upon prior redemption hereof, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2025. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2025, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the register maintained by the paying agent for the bonds (the “Paying Agent”), initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business

on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The principal of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the District Resolution (defined below).

This bond is one of an authorization of bonds approved by the voters of the District at an election held on March 3, 2020 (the “Authorization”) and is being issued under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the resolution of the Board of Education of the District adopted on \_\_\_\_\_, 2025 (the “District Resolution”). This bond and the issue of which this bond is a part are general obligation bonds of the District payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligation bonds of the District. The Bonds are secured on a parity with other bonds issued pursuant to the Authorization from time to time. All capitalized terms not defined herein shall have the meaning set forth in the District Resolution.

The bonds of this issue (the “Bonds”) are being issued in the aggregate principal amount of \$\_\_\_\_\_.

This bond is exchangeable and transferable for Bonds of like tenor, maturity and Principal Amount and in authorized denominations at the principal office or other designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

*Redemption Date*  
*(August 1)*

*Principal Amount*

\$

(1)

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<sup>(1)</sup> Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced in an amount equal to the principal amount of such Term Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

Whenever provision is made in accordance with the District Resolution for the optional redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in an amount equal to \$5,000 or any integral multiple thereof.

The rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds issued under the District Resolution, exclusive of Bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the District Resolution.

Reference is made to the District Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the San Ysidro School District, San Diego County, California, has caused this bond to be executed on behalf of the District and in its official capacity by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2025.

U.S. Bank Trust Company, National Association, as  
Paying Agent

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

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_  
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile)  
Clerk of the Board of Education



Section 12. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed in accordance with Section 8 above and delivered, together with a transcript of proceedings with respect to the issuance of the Bonds, to the Underwriter following payment of the purchase price therefor.

Section 13. Deposit of Proceeds of Bonds. A portion of the proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the Treasurer to the credit of an account within the building fund of the District created and established in the County treasury in accordance with Education Code Section 15146(g) designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T) Building Fund” (the “Building Fund”) and shall be kept separate and distinct from all other District funds. The amounts in the Building Fund shall be used solely for the acquisition or improvement of real property and equipment and only for the purposes authorized by the voters pursuant to the Authorization. Any accrued interest and any premium received from the sale of the Bonds shall be kept separate and apart in an account within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251 and designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T) Debt Service Fund” (the “Debt Service Fund”) and used only for payment of the Principal of and interest on the Bonds and other bonds issued pursuant to the Authorization. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

There shall hereby be created and established the “San Ysidro School District General Obligation Bond, Election of 2020 General Obligation Bonds, Series C (Measure T) Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Bonds, an Authorized Officer may direct that the Costs of Issuance Fund be held in the County treasury or by U.S. Bank Trust Company, National Association, as a fiscal agent, and may transfer, or cause to be transferred, from the amount to be deposited to the Building Fund to the Costs of Issuance Fund an amount not to exceed two percent (2.00%) of the initial Principal Amount of the Bonds issued. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance, and any remaining balance after the payment of Costs of Issuance shall be transferred to the Building Fund. The deposit of proceeds of the Bonds to the Costs of Issuance Fund shall be a proper charge against the Building Fund.

Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment.

Section 14. Rebate Fund.

(a) The District shall create and establish a special fund designated the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T), Rebate Fund” (the

“Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) (i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

(j) The provisions of this Section 14 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

Section 15. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of and interest on the Bonds when due. When collected the *ad valorem* taxes will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Bonds when due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been

paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

Section 16. Tax Covenants. The District hereby covenants for the benefit of the Owners of the Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code, and the applicable regulations prescribed under that section or any predecessor section.

Section 17. Good Faith Estimates and Legislative Determinations. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. The Board finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

The Board further finds and determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 18. Official Statement. The form of the Preliminary Official Statement (the "Preliminary Official Statement") on file with the Clerk of the Board, is hereby approved substantially in the form presented, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein, deletions therefrom and modifications thereto as the Authorized Officer deems necessary to finalize the Preliminary Official Statement for delivery to the Underwriter who, in turn, will deliver the Preliminary Official Statement to prospective purchasers of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its release to the Underwriter. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer

executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of such Official Statement.

Section 19. Insurance. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for any or all of the Bonds, or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on any Bonds, it shall become the Owner of such Bonds with the right to payment of Principal, interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

Section 20. Defeasance. All or any portion of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds designated for defeasance, including all Principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all Principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the Bonds so defeased, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to such Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments

of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

Section 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and the County is obligated to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to levy annually an *ad valorem* tax upon all taxable property in the District in an amount sufficient to pay the principal of and interest on the Bonds as and when the same become due. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District under the Authorization.

Section 22. Other Actions.

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby affirms that Dale Scott & Company has been appointed as Municipal Advisor with respect to the issuance of the Bonds and that Stradling, Yocca, Carlson & Rauth LLP ("Bond Counsel"), has been retained by the District as bond counsel and disclosure counsel, in connection with the issuance of the Bonds. Any one of the Authorized Officers is hereby authorized to enter into contracts with each of said firms or to amend any existing contracts with such firms as and to the extent needed to provide for the services to be rendered by the Municipal Advisor and Bond Counsel, respectively. All fees and expenses payable to such firms shall be contingent upon and be payable only from proceeds of the Bonds.

(c) The provisions of this Resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

(d) If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Officer of the District, the Paying Agent and Treasurer may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 23. Transmittal of Resolution to County Auditor and Treasurer. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution and the debt service schedule

for the Bonds to the County Auditor and the Treasurer in accordance with Education Code Section 15140(c).

Section 24. Continuing Disclosure. The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver a Continuing Disclosure Certificate for the Bonds, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Bonds or create any monetary liability of the District to any Owner or Beneficial Owner (defined below). Any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 25. [Reserved].

Section 26. Supplemental Resolution.

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;



(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to as provided in Section 25(a) above, shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 27. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

Section 28. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 29. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder and held by the Treasurer shall be invested by the Treasurer in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other

investment products; provided that such agreements comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds; and provided further that except as otherwise permitted by law, at no time shall Bond proceeds be withdrawn by the District for investment outside the Treasurer's Pooled Investment Fund. Unless otherwise instructed by the District in writing, amounts held in the funds established by this Resolution shall be invested in the Treasurer's Pooled Investment Fund. If invested in other than the Treasurer's Pooled Investment Fund or the Local Agency Investment Fund, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 30. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE SAN YSIDRO  
SCHOOL DISTRICT

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

Attest:

\_\_\_\_\_  
Clerk

## CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on \_\_\_\_\_, 2025, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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: \_\_\_\_\_, 2025

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Clerk of the Board of Education

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$22,155,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.18%.
- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$344,267, of which \$277,802 is for costs of issuance to be paid from Bond proceeds and \$66,465 is Underwriter's discount.
- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds is \$21,810,733.
- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$38,901,052.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of

sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

## **BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2025

Board of Education  
San Ysidro School District

Ladies and Gentlemen:

Barclays Capital Inc. (the “Underwriter”), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the San Ysidro School District (the “District”), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., Pacific time, on the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement hereinafter defined.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the following bonds (together, the Bonds”) at the following prices:

- (a) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure T) (the “2020 Series C Bonds (Measure T)”). The purchase price of the 2020 Series C Bonds (Measure T) shall be \$ \_\_\_\_\_ (representing the principal amount of the Bonds, plus original issue premium of \$ \_\_\_\_\_, less Underwriter’s discount of \$ \_\_\_\_\_).
- (b) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure U) (the “2020 Series C Bonds (Measure U)”). The purchase price of the 2020 Series C Bonds (Measure U) shall be \$ \_\_\_\_\_ (representing the principal amount of the 2020 Series C Bonds (Measure U), plus original issue premium of \$ \_\_\_\_\_, less Underwriter’s discount of \$ \_\_\_\_\_).
- (c) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds”). The

purchase price of the Refunding Bonds shall be \$\_\_\_\_\_ (representing the principal amount of the Refunding Bonds, plus original issue premium of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_).

The Bonds are issued under the provisions of resolutions adopted by the Board of Education (the "Board") of the District on \_\_\_\_\_, 2025 (together, the "Bond Resolutions") and, with respect to the 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U), Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code (the "New Money Bond Law"), and with respect to the Refunding Bonds, Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Refunding Bond Law").

The 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U) are being issued for the purpose of providing funding for capital improvement projects in the District. The Refunding Bonds are being issued for the purpose of refinancing certain maturities of the District's outstanding general obligation and refunding general obligation bonds (such maturities, the "Refunded Bonds"), as more particularly described in the Official Statement. A portion of the net proceeds of the Refunding Bonds will be used to defease and refund the Refunded Bonds through a deposit into an escrow fund created under the terms of an Escrow Agreement (the "Escrow Agreement"), dated as of the Closing Date (as defined below), between the District and U.S. Bank Trust Company, National Association, as escrow bank (the "Escrow Bank").

The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that may differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent of the District or as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **The Bonds.** The Bonds shall be issued and secured pursuant to, the provisions of the respective Bond Resolutions and the New Money Bond Law and Refunding Bond Law, as applicable. The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.



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

3. **Redemption.** The Bonds are subject to redemption prior to maturity pursuant to the terms of the respective Bond Resolution, with the additional terms as set forth in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Escrow Agreement, the Continuing Disclosure Certificate (defined in Section 7(i) hereof), and an Official Statement (defined in Section 10(b) hereof), the Bond Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Appendix A hereto and incorporated herein by reference. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right, but has no obligation, to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Official Statement.** The District has caused to be drafted and previously delivered a Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2025 (the "Preliminary Official Statement," including the cover page, the inside cover and the appendices thereto). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 as amended (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

References herein to the Preliminary Official Statement and the Official Statement include the cover page, the inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

7. **Closing.** At 8:00 a.m., Pacific time, on \_\_\_\_\_, 2025, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling, Yocca, Carlson & Rauth LLP, in Newport Beach, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the respective purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

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

(a) Due Organization. The District is and will be on the Closing Date a unified school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the New Money Bond Law and Refunding Bond Law, as applicable, to adopt the Bond Resolutions and to enter into this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below);

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the Bond Resolutions, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement and the Bond Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate will constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by the Bonds, the Bond Resolutions, this Purchase Agreement, the Escrow Agreement and the Official Statement;

(c) Consents. Except for the actions of the parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of states and jurisdiction of the United States as the Underwriter may reasonably request, or which have not been obtained or taken; provided however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds;

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge of such taxes or the debt service funds established for each series of Bonds, or the levy of any taxes contemplated by the Bond Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolutions or contesting the powers of the District or the Bond Resolutions or this Purchase Agreement; (iii) which affects the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iv) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions, (b) declare this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxation;

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any entity or person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Preliminary Official Statement or the Official Statement;

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(i) Continuing Disclosure. In accordance with the requirements of Rule 15c2-12, at or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing

disclosure certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Official Statement in Appendix C. Except as otherwise disclosed in the Official Statement and based on a review of its previous undertakings, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule with respect to the last five years;

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did 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 circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Official Statement did not and 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 circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information relating to the Underwriter furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended, 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 Closing Date, the Official Statement 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;

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Preliminary Official Statement and the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Preliminary Official Statement and the Official Statement. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District;

(l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(m) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter;

(n) Not Acting as Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not

acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account; and

(o) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that:

- (a) as of the date hereof and as of the Closing Date, it is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it;
- (b) the execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (c) all reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (d) it has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's officers, agents, or employees, other than a bona fide officer, agent or employee working for the Underwriter or counsel to the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, copies of a Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the Municipal Securities Rulemaking Board, and (ii) in printed format in such

reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds and to file, or cause to be filed the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above);

- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the end of the underwriting period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If any such amendment or supplement of the Official Statement occurs after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Refunding Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. Any approval by the Underwriter of such supplement or amendment to the Official Statement prior to the closing shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Agreement by notification to the District at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

- (d) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and the policies and procedures of the County; and
- (e) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the respective Bond Resolution and as described in the Official Statement.
- (f) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined in MSRB Rule G-32), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" shall end on the twenty-fifth day after the later of (i) the Closing Date and (ii) the date on which the Underwriter no longer retains an unsold balance of the Bonds.

#### **11. Establishment of Issue Price.**

- (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District 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 Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, Dale Scott & Company, Inc. (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the Municipal Advisor.
- (b) Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to



any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

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

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

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

- (d) The Underwriter confirms that:

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

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity,

provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

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

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

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

including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

- (e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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 District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

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

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

**12. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing and in reliance upon the representations, warranties and comments to be contained in the documents and instruments to be delivered at closing. Accordingly, the Underwriter’s obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects

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

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which would constitute a ground for termination of the Purchase Agreement by the Underwriter or which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Refunding Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
  - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's cabinet, or a decision rendered by a court established under Article III of the Constitution of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Refunding Bonds, or obligations of the general character of the Refunding Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
  - (2) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the

general character of the Refunding Bonds in the hands of the holders thereof;

- (3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity, or escalation thereof, which interrupts or causes disorder to the operation of the United States government, the State government or the financial markets in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Refunding Bonds, or obligations of the general character of the Refunding Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirement of, the Underwriter;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Refunding Bonds, or the issuance, offering or sale of the Refunding Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal or downgrading, or notice of potential withdrawal or downgrading, of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the District fails or is unwilling to correct by the submission of supplemental information;
- (9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

- (10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
  - (11) the commencement or threat against the District of any action, suit, proceeding, hearing or investigation described in Section 8(f), or
  - (12) a material disruption in commercial banking or securities settlement, payment or clearance services or other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinions and Reliance Letter. Approving opinions of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix A to the Official Statement, and a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
  - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:
    - [(i) the description of the Bonds and the security for the Bonds and statements in the Preliminary Official Statement and Official Statement on the cover page thereof and under the captions "THE BONDS," "LEGAL MATTERS," and "CONTINUING DISCLOSURE" and to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, or with respect to Appendices B, D, E, and G to the Preliminary Official Statement and the Official Statement;]
    - (ii) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District, and assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District

enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) the Refunded Bonds have been defeased and are no longer outstanding pursuant to the resolution and/or other documents authorizing such issuance.

- (3) Disclosure Counsel Letter. A letter, dated the date of the Closing and addressed to the District and the Underwriter, of Stradling Yocca Carlson & Rauth, LLP, in its capacity as Disclosure Counsel to the District, to the effect that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement, Disclosure Counsel advises the Underwriter, as a matter of fact and not opinion, that during the course of its role as Disclosure Counsel, no facts came to the attention of the attorneys in the firm rendering legal services in connection with such role which caused Disclosure Counsel to believe that the Preliminary Official Statement as of its date or the date of sale of the Bonds, or the Official Statement as of its date contained, or as of the date of Closing contains, any untrue statement of a material fact or as of its date omitted, or as of the date of Closing omits, to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case except for financial statements, the information set forth in the Appendices to the Official Statement, any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about book-entry or DTC included or referred to therein, the Bond Insurer or the Bond Insurance Policy, or the District's compliance with Rule 15c2-12 which Disclosure Counsel expressly excludes from the scope of such letter and as to which Disclosure Counsel expresses no opinion or view);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of each Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this



Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the respective Bond Resolution, (vi) no further consent is required for inclusion of the audit in the Official Statement, and (vii) to the best of the District's knowledge, no litigation is pending or threatened (either in State or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement, the Repurchase Agreement or the Purchase Agreement or (C) in any way contesting the existence or powers of the District.

- (5) Arbitrage and Form 8038-G. A non-arbitrage certificate of the District in form and substance satisfactory to Bond Counsel and Form 8038-G completed by Bond Counsel and signed by the District;
- (6) Bond Resolutions. Certificates, together with fully executed copies of the Bond Resolutions, of the Clerk of the Board to the effect that:
  - (i) such copies are true and correct copies of the Bond Resolutions; and
  - (ii) the Bond Resolutions were duly adopted and have not been modified, amended, rescinded or revoked and are in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. A certificate of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Agreement. An original executed copy of a Paying Agent Agreement between the District and U.S. Bank Trust Company, National Association, with respect to its duties as paying agent (the "Paying Agent") for the Refunding Bonds
- (11) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under

the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolutions.

- (12) Escrow Agreement. An executed copy of the Escrow Agreement;
- (13) Escrow Bank Certificate. A written certificate of the Escrow Bank, executed by a duly authorized representative of the Escrow Bank, dated the date of the Closing, to the effect that:
  - (i) The Escrow Bank is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to accept and perform its duties under the Escrow Agreement, and
  - (ii) The obligations of the Escrow Bank under the Escrow Agreement have been duly accepted by the Escrow Bank and constitute the legal, valid and binding obligation of the Escrow Bank, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.
- (14) Verification. A certificate of \_\_\_\_\_, certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds.
- (15) Certificates Regarding Bonding Capacity and Tax Rates (2020 Series C Bonds (Measure T) and 2020 Series C Bonds (Measure U) only). Certificates signed by an officer of the County with respect to bonding capacity, and certificates signed by a District official meeting the requirements of State law with respect to tax rate projections;
- (16) Ratings. Evidence that the Bonds have the rating designated on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded.
- (17) Underwriter's Counsel Opinion. The opinion of Jones Hall, a Professional Law Corporation, counsel for the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter; and a negative assurance letter of Underwriter's Counsel dated the Closing Date.
- (18) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such

time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, Pacific time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

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

**13. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates required to be delivered at the Closing by persons and entities described under Section 12(e) other than the District.

**14. Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from Bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Escrow Agent; (vii) the fees of the Verification Agent; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. Any excess amounts following payment of such issuance expenses shall be transferred to the County Treasurer-Tax Collector for deposit in the building fund established pursuant to the Bond Resolution.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP bureau fees and expenses of Underwriter's counsel, travel (except in connection with securing a rating on the Bonds), and other expenses, shall be paid by the Underwriter.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider fees and expenses being incurred as part of the issuance of the Bonds

**15. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or their designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows: Barclays Capital - Public Finance, 4 Embarcadero Center, Suite 2500, San Francisco, California 94111.

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

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the “end of the underwriting period” for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the “end of the underwriting period” for the Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (b) the date on which the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the “end of the underwriting period” for the Bonds will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the “end of the underwriting period” is the Closing Date.

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

19. **No Assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

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

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

Very truly yours,

**BARCLAYS CAPITAL INC.,**  
*as Underwriter*

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

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

**SAN YSIDRO SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chief Business Official

Time of Execution: \_\_\_\_\_ p.m. (Pacific time)

## APPENDIX A

### Maturity Schedules

#### 2020 Series C Bonds (Measure T)

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
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C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

**2020 Series C Bonds (Measure U)**

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
----------------------	-----------------------------	----------------------	--------------	---------------	--

C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Refunding Bonds

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
---	-----------------------------	--------------------------	--------------	---------------	--

C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Redemption Terms

#### **Optional Redemption**

**2020 Series C Bonds (Measure T).** The 2020 Series C Bonds (Measure T) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure T) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**2020 Series C Bonds (Measure U).** The 2020 Series C Bonds (Measure U) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure U) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Refunding Bonds.** The Refunding Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from



any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

***Selection of Bonds for Purpose of Redemption.*** For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of \$5,000 denominational amounts. The Bonds may all be separately redeemed.

### **Mandatory Sinking Fund Redemption**

***2020 Series C Bonds (Measure T).*** The 2020 Series C Bonds (Measure T) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure T)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure T) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure T) Maturing August 1, 20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

***2020 Series C Bonds (Measure U).*** The 2020 Series C Bonds (Measure U) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure U)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure U) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure U) Maturing August 1, 20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

**Refunding Bonds.** The Refunding Bonds maturing on August 1, 20\_\_ (the “**Refunding Term Bonds**” and, together with the 2020 Series C Term Bonds (Measure T) and the 2020 Series C Term Bonds (Measure U), the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Refunding Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ **Principal Amount Refunding Term Bonds Maturing August 1, 20\_\_**

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 on a pro rata basis (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

## APPENDIX B

### Form of Issue Price Certificate

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

The undersigned, on behalf of Barclays Capital Inc. ("Barclays Capital") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

#### 1. ***Sale of the Bonds.***

(a) General Rule Maturities. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

(i) Barclays Capital 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 Bonds is attached to this certificate as Schedule B.

(ii) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing that, (A) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds 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 (B) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would 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.

(iii) No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

#### 2. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds not listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) 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 Underwriter has 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.

(d) “Issuer” means the San Ysidro School District.

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

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

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

(h) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2025.

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

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

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2025**

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: S&P: “AA” (\_\_\_ Insured)  
Moody’s “\_\_\_” (Underlying)  
See “MISCELLANEOUS—Ratings”**

*In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” with respect to tax consequences relating to the 2025 Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.*

**SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)**

**\$20,500,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE U)**

**\$22,155,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE T)**

**\$ \_\_\_\_\_\*  
2025 GENERAL OBLIGATION REFUNDING BONDS  
SERIES A**

**Dated: Date of Delivery**

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

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.** Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.

The \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”) are being issued by the San Ysidro School District (the “District”) and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure U Authorization”), (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure U 2025 Bonds. The Measure U 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure U Authorization. The \$22,155,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”) are being issued by the District and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure T Authorization”), (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. The Measure T 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure T Authorization. The \$\_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure T 2025 Bonds and the Measure U 2025 Bonds, the “2025 Bonds”), are being issued by the District to (i) refund certain of the District’s outstanding general obligation bonds described herein, as more fully described herein, and (ii) pay the costs of issuing the Refunding Bonds. See “INTRODUCTION—Purpose of Issue” and “THE 2025 BONDS—Application of 2025 Bond Proceeds” herein.

The 2025 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property within the District and amounts on deposit in the Debt Service Fund for each series of 2025 Bonds. The Board of Supervisors of the County of San Diego is empowered and is obligated to levy *ad valorem* taxes, without limitation of rate or amount, upon property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of interest on and principal of the 2025 Bonds when due. The District has other outstanding general obligation bonds which are secured by and payable from *ad valorem* taxes levied on taxable property within the District. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS—*Ad Valorem* Property Taxation” herein. All general obligation bonds of the District are issued on a parity with each other.

The 2025 Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York (collectively referred to herein as “DTC”). Payments of principal of and interest on the 2025 Bonds will be paid by U.S. Bank Trust Company, National Association as the designated paying agent, authenticating agent and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the beneficial owners of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” herein.

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2025.

The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS —Redemption of 2025 Bonds” herein.

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the issuance of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” herein.

[\_\_\_ LOGO]

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

**MATURITY SCHEDULE  
(See Inside Front Cover)**

\* Preliminary, subject to change.

*The 2025 Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel. Certain matters will be passed on for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel. Certain matters will be passed on for the Underwriter by its counsel, Jones Hall, A Professional Law Corporation, San Francisco, California. The 2025 Bonds, in book-entry form, will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about \_\_\_\_\_, 2025.*

**BARCLAYS**

Dated: \_\_\_\_\_, 2025

**MATURITY SCHEDULE**

\$ \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
ELECTION OF 2020 GENERAL OBLIGATION BONDS,  
SERIES C (MEASURE U)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity (August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20 \_\_; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**ELECTION OF 2020 GENERAL OBLIGATION BONDS,**  
**SERIES C (MEASURE T)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ ; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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<sup>†</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2025 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2025 Bonds.



\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<b>CUSIP<sup>†</sup></b>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ ; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

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

The information and expression of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. This Official Statement is being submitted in connection with the sale of the 2025 Bonds 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 District. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions “THE DISTRICT,” and “DISTRICT FINANCIAL MATTERS” herein.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the District has agreed to provide certain on-going financial and operating data on an annual basis, it does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which statements are based change. See “CONTINUING DISCLOSURE” and Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

All information material to the making of an informed investment decision with respect to the 2025 Bonds is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

\_\_\_\_\_ (the “Insurer”) makes no representation regarding the 2025 Bonds or the advisability of investing in the 2025 Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer supplied by the Insurer and presented under the heading “**BOND INSURANCE.**”

**WITH RESPECT TO THIS OFFERING, THE UNDERWRITER MAY ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE 2025 BONDS DESCRIBED HEREIN TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT YIELDS HIGHER THAN THE PUBLIC OFFERING YIELDS STATED IN THIS OFFICIAL STATEMENT AND SAID PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.**

**THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.**

## **SAN YSIDRO SCHOOL DISTRICT**

### **Board of Education**

*Zenaida Rosario, President*  
*Antonio Martinez, Vice President*  
*Irene Lopez, Clerk*  
*Martin Arias, Member*  
*Kenia Peraza, Member*

### **District Administrators**

*Gina A. Potter, Ed.D., Superintendent*  
*Jose Iniguez, Ed.D., Assistant Superintendent of Administrative Leadership, School Support and Safety*  
*Marilyn Adrianzen, Chief Business Official*

## **PROFESSIONAL SERVICES**

### **Bond Counsel and Disclosure Counsel**

*Stradling Yocca Carlson & Rauth LLP*  
*Newport Beach, California*

### **Municipal Advisor**

*Dale Scott & Company, Inc.*  
*San Francisco, California*

### **Paying Agent**

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

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**SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)**

**\$20,500,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE U)**

**\$22,155,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE T)**

\$ \_\_\_\_\_\*  
**2025 GENERAL OBLIGATION REFUNDING BONDS**  
**SERIES A**

**INTRODUCTION**

This Official Statement (which includes the cover page, the Table of Contents and the Appendices attached hereto) is furnished by the San Ysidro School District (the “District”) to provide information concerning the \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”), the \$22,155,000\* San Ysidro School District (San Diego County, California) 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”), and \$ \_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure U 2025 Bonds and the Measure T 2025 Bonds, the “2025 Bonds”).

**This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement.**

**The District**

The District is located in the southernmost region of San Diego County (the “County”), adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately 45,000 residents. Most of the District’s territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.

The District is governed by a five-member Board of Education (the “Board”), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Board appointed Superintendent who is responsible for the day-to-day operations and the supervision of other key personnel. See “THE DISTRICT.”

**Purpose of Issue**

The Measure U 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$55,500,000 of general obligation bonds (the “Measure U Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds,

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\* Preliminary, subject to change.

Series A (Measure U) (Tax-Exempt) (the “Measure U 2020 Bonds”) in the aggregate principal amount of \$20,000,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure U) (the “Measure U 2023 Bonds”). The Measure U 2025 Bonds represent the third and final series to be issued pursuant to the Measure U Authorization. Proceeds from the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure U Authorization, (ii) fund a portion of the interest due on the Measure 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds. Subsequent to the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure U Authorization.

The Measure T 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$52,985,000 of general obligation bonds (the “Measure T Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds, Series A (Measure T) (Federally Taxable) (the “Measure T 2020 Bonds”) in the aggregate principal amount of \$15,830,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure T) (the “Measure T 2023 Bonds”). The Measure T 2025 Bonds represent the third and final series to be issued pursuant to the Measure T Authorization. Proceeds from the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. Subsequent to the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure T Authorization.

Proceeds from the 2025 Bonds will be used to: (i) refund, on August 1, 2025, [all/a portion of the San Ysidro School District 2015 General Obligation Refunding Bonds issued as capital appreciation bonds and maturing on August 1 of the years 2042 through 2048, inclusive (the “Refunded Bonds”)], and (ii) pay the costs of issuing the Refunding Bonds.

See “THE 2025 BONDS—Application of 2025 Bond Proceeds” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

### **Sources of Payment for the 2025 Bonds**

The 2025 Bonds are general obligation bonds of the District payable solely from the proceeds of *ad valorem* property taxes and amounts on deposit in the Debt Service Fund (defined herein) for each series of the 2025 Bonds which includes interest funded with a portion of the 2025 Bond proceeds. The Board of Supervisors of the County has the power and is obligated annually to levy *ad valorem* taxes for the payment of the 2025 Bonds and the interest thereon upon all property in the District within its boundaries subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). See “SECURITY FOR THE 2025 BONDS” herein.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

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\* Preliminary, subject to change



## Description of the 2025 Bonds

**Maturity Dates.** The 2025 Bonds will mature on August 1 in the years and in the principal amounts set forth on the pages following the cover page of this Official Statement.

**Payment Dates.** The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each February 1 and August 1 (each, a “Bond Payment Date”), commencing August 1, 2025. The principal amount of the 2025 Bonds is payable at maturity upon surrender of the applicable 2025 Bond for payment.

**Redemption.** The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS—Redemption of 2025 Bonds.”

**Registration.** The 2025 Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the 2025 Bonds (the “Beneficial Owners”) in authorized denominations, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through direct participants in the DTC system (“DTC Participants”) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” and Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

**Denominations.** The 2025 Bonds will be issued, and beneficial ownership interests may be purchased by Beneficial Owners, in denominations of \$5,000 or any integral multiple thereof. See “THE 2025 BONDS—Book-Entry Only System.”

## Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS — Tax Matters” with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.

## Authority for Issuance of the 2025 Bonds

Each series of 2025 Bonds is issued pursuant to certain provisions of the State of California Constitution, Education Code or Government Code, as applicable, as well as other applicable law, and pursuant to a resolution adopted by the Board of Education of the District. See “THE 2025 BONDS—Authority for Issuance” herein.

## Offering and Delivery of the 2025 Bonds

The 2025 Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the 2025 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2025.

## **Bond Insurance**

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy (the “Policy”) to be issued concurrently with the execution and delivery of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” and APPENDIX H—“SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

## **Continuing Disclosure**

The District will enter into a Continuing Disclosure Certificate in which it will covenant for the benefit of the Underwriter, the bondholders and Beneficial Owners to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, as amended. The specific nature of the information to be made available and of the notices of enumerated events for which notice will be given is summarized below under the caption “CONTINUING DISCLOSURE” and is set forth in full in the form of the Continuing Disclosure Certificate is set forth in Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

## **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

## **Professionals Involved in the Offering**

Dale Scott & Company, Inc., is acting as Municipal Advisor to the District with respect to the 2025 Bonds. Stradling Yocca Carlson & Rauth LLP, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the 2025 Bonds. The fees paid to these consultants are contingent upon the sale and delivery of the 2025 Bonds.

## **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the 2025 Bonds are available from the Superintendent, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, telephone: (619) 428-4476. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other

information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

All terms used herein and not otherwise defined shall have the meanings given such terms in the Resolutions (as defined below), as applicable.

## THE 2025 BONDS

### Authority for Issuance

**Measure U 2025 Bonds.** The Measure U 2025 Bonds are being issued pursuant to the provisions of Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 *et seq.*) of the Education Code of the State of California and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (together, the “Act”) and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure U Resolution”).

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$55,500,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure U Authorization, totaling \$35,000,000. The Measure U 2025 Bonds represent the third and final series of bonds issued under the Measure U Authorization. Following the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain unissued under the Measure U Authorization.

**Measure T 2025 Bonds.** The Measure T 2025 Bonds are being issued pursuant to the Act and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure T Resolution.”)

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$52,985,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure T Authorization, totaling \$30,830,000. The Measure T 2025 Bonds represent the third and final series of bonds issued under the Measure T Authorization. Following the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain unissued under the Measure T Authorization.

**Refunding Bonds.** The Refunding Bonds are being issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State of California (the “Refunding Act”), and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Refunding Resolution,” and with the Measure U Resolution and the Measure T Resolution, the “Bond Resolutions”).

### **Security and Sources of Payment**

The 2025 Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes and from interest funded with 2025 Bonds proceeds deposited to the Debt Service Funds (as defined herein). Such taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds when due. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS.” Such taxes, when collected, will be placed by the County in a debt service fund held for each series of the 2025 Bonds (each a “Debt Service Fund” and, collectively, the “Debt Service Funds”), which Debt Service Funds will be maintained by the County, and then such amounts will be transferred to U.S. Bank Trust Company, National Association, as Paying Agent (the “Paying Agent”), to pay the principal of and interest on the 2025 Bonds when due. The *ad valorem* property taxes and other amounts in each Debt Service Fund are irrevocably pledged for the payment of principal of and interest on the applicable series of 2025 Bonds when due. Although the County is obligated to levy *ad valorem* taxes for the payment of the 2025 Bonds, and the County will maintain the Debt Service Funds pledged to the repayment of the 2025 Bonds, the 2025 Bonds are not a debt of the County.

Pursuant to Section 53515 of the State of California Government Code, the 2025 Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. Section 53515 provides that: (i) the lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the 2025 Bonds are executed and delivered, and (ii) the revenues received pursuant to the levy and collection of the *ad valorem* property taxes will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Moneys in each Debt Service Fund, to the extent necessary to pay the principal of and interest on the applicable series of 2025 Bonds, as such principal and interest becomes due and payable, will be transferred to the Paying Agent. The Paying Agent will, in turn, transfer the funds to DTC, which is to distribute the principal and interest payments due on the 2025 Bonds to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the 2025 Bonds. See “—Book-Entry Only System.”

### **Description of the 2025 Bonds**

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each Bond Payment Date. Interest payments on the 2025 Bonds are payable semiannually on each February 1 and August 1, commencing August 1, 2025. The 2025 Bonds are issuable in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS—Book-Entry Only System.” Interest will accrue on the 2025 Bonds on the basis of a 360-day year comprised of twelve 30-day months.

Payment of interest on each 2025 Bond shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding the applicable Bond Payment Date. For purposes of the foregoing, “Record Date” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

Payments of principal on the 2025 Bonds will be made in the amounts and on August 1 in the years set forth on the inside cover page of this Official Statement.

### **Paying Agent**

U.S. Bank Trust Company, National Association will act as the Paying Agent for the 2025 Bonds. As long as DTC is the registered owner of the 2025 Bonds and DTC's book-entry method is used for the 2025 Bonds, the Paying Agent will send any notice of redemption or other notices required under each Bond Resolution only to DTC and not to the Beneficial Owners.

Payments of principal and interest due on the 2025 Bonds shall be transferred by the Paying Agent to DTC for remittance to DTC Participants for subsequent disbursement to the Beneficial Owners of the 2025 Bonds.

The District has no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership of interests in the 2025 Bonds under DTC's book-entry system, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the 2025 Bonds. See APPENDIX E—"BOOK-ENTRY ONLY SYSTEM" herein.

## Application of 2025 Bond Proceeds

**Measure U 2025 Bonds.** The proceeds of the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized under the Measure U Authorization, (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds.

The proceeds from the sale of the Measure U 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure U Building Fund (the “Measure U Building Fund”) established under the Measure U Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure U Building Fund shall be retained in the Measure U Building Fund. The District currently expects to use Measure U 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure U 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure U 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure U 2025 Bonds and used only for payments of principal of and interest on the Measure U 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure U 2025 Bonds shall be retained in the Debt Service Fund for the Measure U 2025 Bonds and used to pay principal of and interest on the Measure U 2025 Bonds when due.

Any excess proceeds of the Measure U 2025 Bonds not needed for the purpose for which the Measure U 2025 Bonds are issued shall be transferred from the Measure U Building Fund to the Debt Service Fund for the Measure U 2025 Bonds and applied to the payment of principal of and interest on the Measure U 2025 Bonds. If after payment in full of the Measure U 2025 Bonds any amounts remain in the Debt Service Fund for the Measure U 2025 Bonds, such excess amounts shall be transferred to the District’s General Fund. Amounts relating to the Measure U 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure U Rebate Fund established under the Measure U Resolution.

**Measure T 2025 Bonds.** The proceeds of the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters under the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds.

The proceeds from the sale of the Measure T 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure T Building Fund (the “Measure T Building Fund”) established under the Measure T Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure T Building Fund shall be retained in the Measure T Building Fund. The District currently expects to use Measure T 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure T 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure T 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure T 2025 Bonds and used only for payments of principal of and interest on the Measure T 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure T 2025 Bonds shall be retained in the Debt Service Fund for the Measure T 2025 Bonds and used to pay principal of and interest on the Measure T 2025 Bonds when due.

Any excess proceeds of the Measure T 2025 Bonds not needed for the purpose for which the Measure T 2025 Bonds are issued shall be transferred from the Measure T Building Fund to the Debt Service Fund for

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\* Preliminary, subject to change.

the Measure T 2025 Bonds and applied to the payment of principal of and interest on the Measure T 2025 Bonds. If after payment in full of the Measure T 2025 Bonds any amounts remain in the Debt Service Fund for the Measure T 2025 Bonds, such excess amounts shall be transferred to the District's General Fund. Amounts relating to the Measure T 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure T Rebate Fund established under the Measure T Resolution.

**Refunding Bonds.** The Refunding Bonds are being issued to: (i) refund, on a current basis, all of the Refunded Bonds, and (ii) pay the costs of issuing the Refunding Bonds.

Pursuant to an Escrow Agreement (the "Escrow Agreement") by and between the District and U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent"), certain proceeds from the sale of the Refunding Bonds will be deposited to the credit of an escrow fund for the Refunded Bonds (the "Escrow Fund").

Pursuant to the Escrow Agreement, amounts deposited in the Escrow Fund will be used to either purchase certain non-callable direct and general obligations of the United States of America, or non-callable obligations the payment of which is unconditionally guaranteed by the United States of America (collectively, the "Federal Securities"), the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent to defease and pay the redemption price of the Refunded Bonds on August 1, 2025 (the "Redemption Date").

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to pay the accrued and unpaid interest through, and the redemption price of, the Refunded Bonds on the Redemption Date will be verified by \_\_\_\_\_ (the "Verification Agent"). See also "LEGAL MATTERS—Verification" herein.

Any accrued interest and surplus moneys in the Escrow Fund following the redemption of all of the Refunded Bonds shall be transferred to and accounted for in the Debt Service Fund for the Refunding Bonds. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund for the Refunding Bonds and applied to the payment of principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts shall be transferred to the General Fund of the District.

### **Application and Investment of Tax Revenues Securing the Repayment of the 2025 Bonds**

The *ad valorem* taxes levied to repay the 2025 Bonds will be deposited by the County in the Debt Service Funds, which are maintained by the County, and are to be used only for payments of principal of and interest on the 2025 Bonds, and may be invested in any one or more investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that moneys in the Debt Service Funds will be invested in the San Diego County Treasury Pool. See Appendices F and G for a description of the County Investment Policy and the latest monthly report for the San Diego County Treasury Pool, respectively.

### **Redemption of 2025 Bonds**

**Optional Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure U 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_ at a redemption price equal to the principal amount of the Measure U 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure T 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Measure T 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Refunding Bonds.** The Refunding Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Mandatory Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure U 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure U 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
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(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure U 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Measure U 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

**Mandatory Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure T 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure T 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
--	--------------------------------

(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure T 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an



amount equal to the principal amount of such Measure T 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

***Mandatory Redemption of Measure Refunding Bonds.*** The Refunding Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Refunding Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Refunding Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
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(1)
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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Refunding 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Refunding Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

### **Selection of 2025 Bonds for Redemption**

Whenever provision is made in accordance with the applicable Bond Resolution for the optional redemption of Measure U 2025 Bonds or Measure T 2025 Bonds, and less than all Outstanding Measure U 2025 Bonds or Measure T 2025 Bonds, as applicable, are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of the applicable series of 2025 Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select 2025 Bonds of a series for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any 2025 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

### **Notice of and Effect of Redemption of the 2025 Bonds**

***Notice of Redemption.*** When redemption is authorized or required pursuant to the applicable Bond Resolution, the Paying Agent shall give notice of the redemption of the applicable series of 2025 Bonds (“Redemption Notice”) at least 20 but not more than 60 days prior to the redemption date (a) so long as the applicable series of 2025 Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository; and (b) if the applicable series of 2025 Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the 2025 Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the 2025 Bonds or designated portions thereof (in the case of redemption of a series of the 2025 Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the 2025 Bonds to be redeemed, (f) the numbers of the 2025 Bonds to be redeemed in whole or in part and, in the case of any 2025 Bond to be redeemed in part only, the Principal Amount of such 2025 Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each 2025 Bond to be redeemed in whole

or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each 2025 Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the 2025 Bonds.

In case of the redemption as permitted in the applicable Bond Resolution of all the 2025 Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the 2025 Bonds of such maturity.

Any Redemption Notice for an optional redemption of the 2025 Bonds delivered in accordance with the applicable Bond Resolution may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such 2025 Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the 2025 Bonds selected for redemption.

***Additional Notice.*** In addition to the Redemption Notice described above, further notice shall be given by the Paying Agent as described below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as described above.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

***Partial Redemption of 2025 Bonds.*** Upon the surrender of any 2025 Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new 2025 Bond or 2025 Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the 2025 Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Notice of Redemption.*** Notice having been given in accordance with the applicable Bond Resolution, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the applicable Debt Service Fund or an escrow account as provided in the applicable Bond Resolution, the 2025 Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the 2025 Bonds to be redeemed as provided in the applicable Bond Resolution, together with interest to such redemption date, shall be held in the applicable Debt Service Fund or in an escrow account as provided in the applicable Bond Resolution so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as provided in the applicable Bond Resolution, then from and after such redemption date, interest with respect to the 2025 Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of 2025 Bonds shall be held in trust for the account of the Owners of the 2025 Bonds so to be redeemed.

All 2025 Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of the applicable Bond Resolution shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a 2025 Bond purchased by the District shall be cancelled by the Paying Agent.

### **Book-Entry Only System**

One fully registered bond without coupons for each maturity of a series of the 2025 Bonds will be issued and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the 2025 Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the 2025 Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to DTC Participants for subsequent dispersal to the Beneficial Owners of the 2025 Bonds as described herein. See Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

### **Defeasance**

All or a portion of the outstanding 2025 Bonds of a series may be paid and discharged in any one or more of the following ways:

(1) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the applicable Debt Service Fund is sufficient to pay all 2025 Bonds designated for defeasance, including all principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(2) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the applicable Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all 2025 Bonds designated for defeasance (including all principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the 2025 Bonds so defeased, notwithstanding that any of such 2025 Bonds shall not have been surrendered for payment, all obligations of the District with respect to such 2025 Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from permitted funds to the Owners of such designated 2025 Bonds all sums due with respect thereto.

In each Bond Resolution, Government Obligations are defined as:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and

Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

### **Amendment to Bond Resolutions**

In certain very limited situations, each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners of such 2025 Bonds owning at least 60% in aggregate principal amount of such 2025 Bonds then outstanding, exclusive of such 2025 Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each 2025 Bond affected, reduce the principal amount of any 2025 Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

Any act done pursuant to a modification or amendment so consented to as provided above, shall be binding upon the Owners of all the applicable series of 2025 Bonds and shall not be deemed an infringement of any of the provisions of the applicable Bond Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of such Bond Resolution, and after consent relating to such specified matters has been given, no Owner of the applicable series of 2025 Bonds shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

- (a) To add to the covenants and agreements of the District in the Bond Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;
- (b) To add to the limitations and restrictions in the Bond Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;
- (c) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by the Bond Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under such Bond Resolution;
- (d) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in such Bond Resolution; or
- (e) To amend or supplement such Bond Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners of the applicable series of 2025 Bonds.

### **Unclaimed Moneys**

Anything in each Bond Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the 2025 Bonds which remain unclaimed for one (1) year after the date when such 2025 Bonds have become due and payable, either at their stated maturity dates or by

call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such 2025 Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the 2025 Bond Owners shall look only to the District for the payment of such 2025 Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such 2025 Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the 2025 Bonds are as follows:

<i>Sources of Funds</i>	<i>Measure U 2025 Bonds</i>	<i>Measure T 2025 Bonds</i>	<i>Refunding Bonds</i>	<i>Total</i>
Principal Amount of 2025 Bonds				
[Plus] [Net] Original Issue [Premium]				
Total Sources of Funds				
<i>Uses of Funds</i>				
Building Fund <sup>(1)</sup>				
Measure U Debt Service Fund <sup>(2)</sup>				
Measure T Debt Service Fund <sup>(3)</sup>				
Escrow Fund <sup>(4)</sup>				
Underwriter's Discount				
Costs of Issuance <sup>(5)</sup>				
Total Uses of Funds				

<sup>(1)</sup> Used to finance improvements to and the acquisition of equipment and furnishings for various schools within the District. See "THE 2025 BONDS—Application of 2025 Bond Proceeds."

<sup>(2)</sup> Used to pay a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\*.

<sup>(3)</sup> Used to pay a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\*.

<sup>(4)</sup> Used to defease and redeem the Refunded Bonds. See "THE 2025 BONDS—Application of 2025 Bond Proceeds—Refunding Bonds."

<sup>(5)</sup> Represents all costs of issuance, including bond insurance premium, legal fees, printing costs, the costs and fees of the Paying Agent and Municipal Advisor, and other costs of issuance of the 2025 Bonds.

## DEBT SERVICE SCHEDULES

The following table sets forth the annual debt service on the Measure U 2025 Bonds (assuming no earlier optional redemption):

### MEASURE U 2025 BONDS

<i>Period Ending (August 1)</i>	<i>Annual Principal Payment</i>	<i>Annual Interest Payment</i>	<i>Total</i>
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<b>Total</b>			
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The following table sets forth the annual debt service on the Measure T 2025 Bonds (assuming no earlier optional redemption):

**MEASURE T 2025 BONDS**[illegible]

The following table sets forth the annual debt service on the Refunding Bonds (assuming no earlier optional redemption):

**REFUNDING BONDS**

<i><b>Period Ending (August 1)</b></i>	<i><b>Annual Principal Payment</b></i>	<i><b>Annual Interest Payment</b></i>	<i><b>Total</b></i>
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**Total**



The following table summarizes the aggregate annual debt service requirements for all of the general obligation bonds of the District that will be outstanding following the issuance of the 2025 Bonds (assuming no optional redemptions).

**San Ysidro School District  
Aggregate Annual Debt Service<sup>(1)</sup>**

<i><b>Year Ending (August 1)</b></i>	<i><b>Outstanding General Obligation Bonds</b></i>	<i><b>2025 Bonds</b></i>	<i><b>Total</b></i>
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**Total**

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<sup>(1)</sup> Amounts rounded to the nearest dollar.

**BOND INSURANCE**

*The information under this caption has been prepared by the Insurer for inclusion in this Official Statement. The District has not reviewed this information or any information referred to herein and the District does not make any representation with respect to the accuracy or completeness thereof. The following information is not complete and reference is made to Appendix H for a specimen of the Policy.*

**[TO COME]**

## SECURITY FOR THE 2025 BONDS

Upon issuance, the 2025 Bonds shall constitute general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes levied to repay the 2025 Bonds and other amounts on deposit in the Debt Service Fund for each series of the 2025 Bonds which includes interest funded with 2025 Bond proceeds. Such *ad valorem* property taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, and for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds due and payable in the next succeeding bond year (less amounts on deposit in the applicable Debt Service Fund). Each Bond Resolution irrevocably pledges as security for the applicable series of 2025 Bonds the proceeds from the levy of the *ad valorem* property tax which are collected and allocated to the payment of the 2025 Bonds outstanding thereunder together with amounts on deposit in the applicable Debt Service Fund. See “TAX BASE FOR REPAYMENT OF 2025 BONDS” herein.

The District has several issues of general obligation bonds outstanding (collectively, the “Outstanding General Obligation Bonds”), all of which, together with 2025 Bonds, are issued on a parity with each other. See “DEBT SERVICE SCHEDULE” above. The Outstanding General Obligation Bonds are currently outstanding in the aggregate principal amount of \$134,592,718 (exclusive of accreted interest on capital appreciation bonds).

The Outstanding General Obligation Bonds are payable from *ad valorem* property taxes levied on taxable property within the District to repay such bonds. The amount of the annual *ad valorem* tax levied to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the 2025 Bonds and the Outstanding General Obligation Bonds in any year. Fluctuations in the annual debt service on the 2025 Bonds and the Outstanding General Obligation Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate. These factors include, but are not limited to, a general market decline in real property values due to economic or other conditions, outbreak of disease, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the federal government, the State of California (the “State”) and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by a natural or manmade disaster, such as earthquake, flood, wildfire or toxic contamination.

The assessed valuation of property in the District is \$10,741,273,977 for fiscal year 2024-25. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—Historical Data Concerning District Tax Base.” While the assessed valuation of property in the District has increased over recent years, future declines in real estate values in southern California, natural disasters (including those described below), the departure of major taxpayers or other factors, including a future pandemic, natural disaster or economic recession, could result in lower assessed values in the District, a higher annual tax rate within the District and a higher level of delinquencies in tax payments. The County has adopted the Teeter Plan (defined below). As a result, the District’s receipt of property taxes is not subject to delinquencies. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—*Ad Valorem* Property Taxation—*Teeter Plan*.”

Economic and other factors beyond the District’s control, such as general market decline in property values, the outbreak of disease, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire (including wildfire), drought, flood, sea level rise, climate change, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rates

levied by the County to pay the debt service with respect to the Bonds. See “THE 2025 BONDS – Security and Sources of Payment” herein.

***Seismic Events.*** The District is located in a seismically active region. Active earthquake faults include the Rose Canyon Fault that runs near the District. An earthquake of large magnitude could result in extensive damage to property within the District and could adversely affect the assessed valuation of property within the District, or more generally the region’s economy.

***Drought.*** California has experienced cyclical severe drought conditions over the past several years. Most recently, in April 2021, the Governor announced regional drought emergencies in two Northern California counties following two years of dry conditions. These drought emergencies were eventually expanded to include all California counties by October of 2021. Among other actions, the Governor also issued Executive Order N0-27-22, which directed the State Water Control Board to issue drought declarations, including a recommendation to have urban water suppliers initiate water shortage contingency plans. Significant snowfall and precipitation in the State commencing in January 2023 have generally eliminated most of the State’s drought conditions. In addition, on March 24, 2023, the Governor rescinded most of his emergency drought declarations, including Executive Order N0-27-22. The District cannot predict if there will be future drought conditions and related water usage restrictions imposed in the future.

***Wildfires.*** Major wildfires have occurred in recent years in different regions of the State, including most recently in Los Angeles County. The District has not sustained any property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the County and the State due to fire damage. The Governor has previously signed a number of measures into law intended to address a variety of issues related to mitigating the risk of wildfires, including forest management, mutual aid for fire departments, emergency alerts and other safety mandates. Property damage due to wildfire could result in a significant decrease in the assessed value of property in the District.

***Climate Change.*** In addition to the events described above, climate change caused by human activities may have adverse effects on the assessed value of property within the District. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, many scientists expect that climate change will intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods, heat waves, and rising sea levels. Projections of the impact of global climate change are complex and depend on a variety of factors outside of the District’s control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when or if adverse impacts of climate change will occur or the extent of such impacts.

***Public Health Emergencies.*** In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 (“COVID-19”), an upper respiratory tract illness, that spread across the globe. The ultimate impact of COVID-19 on the District’s operations and finances and the economy, real estate market, development within the District and tax collections may not be fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the District’s operations and finances. In addition, the District cannot predict whether future pandemics will occur and whether any such pandemics may impact its finances or operations. As of this date, several vaccines have been provided approval by federal health authorities and are widely available, and both the national emergency and state of emergency have officially ended, and the World Health Organization declared an end to the COVID-19 global health emergency.

It is not possible for the District to make any representation regarding the extent to which natural disasters, including earthquakes, drought, wildfires and public health emergencies could cause reduced economic

activity within the boundaries of the District or the extent to which natural disasters may impact the value of taxable property within the District.

***Investment of Bond Proceeds.*** Monies held in the Building Funds and the Debt Service Funds established under the Bond Resolutions may be invested in any investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that monies in the Building Funds and the Debt Service Funds will be invested in the San Diego County Treasury Pool. See APPENDICES F and G hereto.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

### **TAX BASE FOR REPAYMENT OF THE 2025 BONDS**

The information in this section describes *ad valorem* property taxation, assessed valuation, and other measures of the tax base of the District. The 2025 Bonds are payable solely from *ad valorem* taxes levied and collected by the County on taxable property in the District and interest funded with 2025 Bond proceeds. The District's General Fund is not a source for the repayment of the 2025 Bonds.

#### ***Ad Valorem Property Taxation***

The collection of property taxes is significant to the District and the owners of the 2025 Bonds in two respects. First, amounts allocated to the District from the general 1% *ad valorem* property tax levy, which is levied in accordance with Article XIII A of the California Constitution and its implementing legislation, funds a portion of the District's budget which is used to operate the District's educational program. See "DISTRICT FINANCIAL MATTERS—Revenue Sources" below. Second, the Board of Supervisors of the County will levy and collect *ad valorem* taxes on all taxable parcels within the District which are pledged specifically to the repayment of the 2025 Bonds and the Outstanding General Obligation Bonds. All of the District's Outstanding General Obligation Bonds are issued on parity with one another and the 2025 Bonds will be on a parity with the Outstanding General Obligation Bonds with respect to the *ad valorem* property tax levy. As described below, the general *ad valorem* property tax levy and the additional *ad valorem* property tax levy pledged to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be collected on the annual tax bills distributed by the County to the owners of parcels within the boundaries of the District.

***Method of Property Taxation.*** Beginning in fiscal year 1978-79, Article XIII A and its implementing legislation permitted each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness) and prescribed how levies on county-wide property values were to be shared with local taxing entities within each county. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law, however, provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

For purposes of allocating a county's 1% base property tax levy, future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, up to 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" sources from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in the tax bases in such entities may be affected by the existence of successor agencies to prior redevelopment agencies which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts \$7,000 of the assessed valuation of an owner-occupied

principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is made up by the State.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in a county as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the county assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer-Tax Collector of the county levying the tax.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessory interests belonging or assessed to the delinquent taxpayer.

***District Assessed Valuation.*** Both the general 1% *ad valorem* property tax levy and the additional *ad valorem* levy for the 2025 Bonds and the Outstanding General Obligation Bonds are based upon the assessed valuation of the parcels of taxable property in the District. Property taxes allocated to the District are collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. The assessed valuation of each parcel of property is the same for both District and County taxing purposes. The valuation of secured property by the County is established as of January 1, and is subsequently equalized in September of each year, when tax bills are mailed to property owners.

***Appeals and Adjustments of Assessed Valuations.*** Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or filed in the future or blanket reassessments initiated by the County Assessor will not significantly reduce the assessed valuation of property within the District.

***Taxation of State-Assessed Utility Property.*** A portion of property tax revenue of the District is derived from utility property subject to assessment by the State Board of Equalization (“SBE”). State-assessed property, or “unitary property,” is property of a utility system with components located in many taxing jurisdictions that are assessed as part of a “going concern” rather than as individual pieces of real or personal property. The assessed value of unitary and certain other state-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

***Teeter Plan.*** Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their secured tax roll levies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has adopted the Teeter Plan, and consequently the Teeter Plan is available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore not subject to delinquencies so long as the Teeter Plan remains in effect. The District can give no assurance that the Teeter Plan will remain in effect, in its present form, during the term of the 2025 Bonds. However, the District is not presently aware of any plans by the County to discontinue the Teeter Plan.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least 55% of the participating revenue districts in the County. In addition, the Board of Supervisors of the County may determine to discontinue the Teeter Plan with respect to any levying agency in the County if the Board of Supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. In the event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

The District is not aware of any intention on the part of the County, or formal actions taken thereby, to terminate the Teeter Plan, as now in effect in the County. There can be no assurance that the County will always maintain the Teeter Plan or will have sufficient funds available to distribute the full amount of the District’s share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District’s or the County’s control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

## Historical Data Concerning District Tax Base

The information provided in Tables 1 through 5 below has been provided by California Municipal Statistics, Inc., an independent consulting firm. Neither the District nor the Underwriter has independently verified this information and does not guarantee its accuracy.

Property within the District has a total assessed valuation for fiscal year 2024-25 of \$10,741,273,977. Table 1A below provides a ten-year history of assessed valuations in the District.

**TABLE 1A**  
**ASSESSED VALUATIONS**  
**Fiscal Year 2015-16 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Local Secured</i>	<i>Utility</i>	<i>Unsecured</i>	<i>Total</i>
2015-16	\$3,975,323,264	\$395,575,500	\$ 335,096,027	\$ 4,705,994,791
2016-17	4,233,723,049	565,408,500	319,677,412	5,118,808,961
2017-18	4,564,383,373	659,000,500	353,972,213	5,577,356,086
2018-19	4,859,598,324	582,900,872	351,728,465	5,794,227,661
2019-20	5,295,926,675	593,000,872	330,055,585	6,218,983,132
2020-21	5,674,363,779	583,200,872	391,845,001	6,649,409,652
2021-22	6,133,616,953	608,600,872	436,817,426	7,179,035,251
2022-23	7,221,932,557	581,683,872	882,393,179	8,686,009,608
2023-24	8,153,613,257	567,270,872	1,065,643,539	9,786,527,668
2024-25	9,087,458,530	566,516,572	1,087,298,875	10,741,273,977

Sources: California Municipal Statistics, Inc.; County Auditor-Controller.

Table 1B below presents the fiscal year 2024-25 assessed valuation within the District by jurisdiction.

**TABLE 1B**  
**FISCAL YEAR 2024-25 ASSESSED VALUATION BY JURISDICTION**  
**San Ysidro School District**

<i>Jurisdiction</i>	<i>Assessed Valuation in District</i>	<i>% of District</i>	<i>Assessed Valuation of Jurisdiction</i>	<i>% of Jurisdiction in District</i>
City of San Diego	\$ 8,233,264,129	76.65%	\$ 352,818,698,692	2.32%
Unincorporated San Diego County	<u>2,508,009,848</u>	<u>23.35</u>	103,742,600,350	2.42
Total District	\$ 10,741,273,977	100.00%		
San Diego County	\$ 10,741,273,977	100.00%	\$ 741,281,955,804	1.45%

Sources: California Municipal Statistics, Inc.

## Tax Levies and Delinquencies

Table 2 summarizes the 1% general *ad valorem* tax levy and the debt service levy for the District's general obligation bonds within the District for fiscal years 2019-20 through 2023-24. Under the terms of the County's Teeter Plan for so long as the Teeter Plan stays in effect and the District is a participant, the District is paid 100% of the secured tax levy each year by the County and the County takes responsibility for collecting delinquencies and keeps penalties and interest collected from delinquent parcels.



**TABLE 2**  
**SECURED PROPERTY TAX CHARGES**  
**San Ysidro School District<sup>(1)</sup>**

	<b><i>1% General Ad Valorem Secured Tax Charges Levied<sup>(2)</sup></i></b>	<b><i>GO Bonds Debt Service Secured Tax Charges Levied<sup>(3)</sup></i></b>
2019-20	\$19,083,968.07	\$ 5,704,226.07
2020-21	20,407,776.37	9,201,092.01
2021-22	22,536,212.64	9,222,286.40
2022-23	27,699,839.98	6,686,219.97
2023-24	31,354,772.06	10,179,398.16

(1) San Diego County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest. The County may, at any time, and subject to certain conditions, discontinue use of the Teeter Plan. See “—*Ad Valorem* Property Taxation – Teeter Plan” above.

(2) 1% *ad valorem* tax levy. Excludes additional *ad valorem* property taxes levied to pay voter approved General Obligation Bonds.

(3) District’s general obligation bonds debt service levy.

Source: California Municipal Statistics, Inc.

### **Tax Rates**

There are a total of 49 tax rate areas in the District. The tables below summarize the total *ad valorem* tax rates levied by all taxing entities in a typical Tax Rate Area (a “TRA”) from fiscal year 2020-21 to fiscal year 2024-25 for the portion of the District that lies within the City of San Diego and the portion of the District that lies in unincorporated San Diego County.

**TABLE 3A**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 8-215)**  
**San Ysidro School District**  
**Within the City of San Diego**

	<b><i>2020-21</i></b>	<b><i>2021-22</i></b>	<b><i>2022-23</i></b>	<b><i>2023-24</i></b>	<b><i>2024-25<sup>(1)</sup></i></b>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Comm. College District	0.02792	0.04854	0.04215	0.04581	0.04377
City of San Diego	0.00500	0.00500	0.00500	0.00500	0.00500
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23801%	1.20552%	1.23617%	1.23577%

(1) Fiscal year 2024-25 assessed valuation of TRA 8-215 is \$2,809,684,927 which is 26.16% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

**TABLE 3B**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 84-035)**  
**San Ysidro School District**  
**Within Unincorporated San Diego County**

	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>	<i>2023-24</i>	<i>2024-25<sup>(1)</sup></i>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Community College District	0.02792	0.04854	0.04215	0.04581	0.04377
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23301%	1.19714%	1.23117%	1.23077%

<sup>(1)</sup> Fiscal year 2024-25 assessed valuation of TRA 84-035 is \$474,350,660 which is 4.42% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

### Largest Taxpayers

Table 4 below lists the 20 largest secured property taxpayers within the District measured by secured assessed valuation for the 2024-25 fiscal year.

**TABLE 4**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Twenty Largest 2024-25 Local Secured Property Taxpayers**

<i>Property Owner</i>	<i>Primary Land Use</i>	<i>2024-25 Secured Assessed Valuation</i>	<i>% of Total<sup>(1)</sup></i>
1. Amazon.Com Services LLC	Industrial	\$ 347,100,146	3.82%
2. Chelsea San Diego Finance LLC	Shopping Center	232,508,155	2.56
3. Greenfield Village LLC	Apartments	178,969,679	1.97
4. Eastgroup Properties	Industrial	164,171,729	1.81
5. LIPT Sanyo Avenue LLC	Industrial	162,926,640	1.79
6. Corrections Corporation of America	Correctional Facility	161,688,880	1.78
7. CH Realty X-ELC I Otay Mesa Business Park	Industrial	147,003,012	1.62
8. Otay Enrico Industrial LLC	Industrial	133,380,180	1.47
9. Majestic Sunroad II LLC	Industrial	131,427,361	1.45
10. Piper Ranch Industrial LLC	Industrial	129,373,230	1.42
11. RREEF CPIF 1210 1320 Air Wing Road CA LLC	Industrial	90,610,000	1.00
12. Harvest Road Investors LLC	Industrial	84,950,317	0.93
13. Otay-Tijuana Venture LLC	Industrial	81,588,543	0.90
14. Casoleil Del LLC	Apartments	80,889,171	0.89
15. HUSPP BFTP I LP	Industrial	80,370,900	0.88
16. Mahogany Property Owner LLC	Industrial	78,653,900	0.87
17. Ajinomoto Windsor Inc.	Industrial	78,404,361	0.86
18. TREA Frontera Business Park LLC	Industrial	72,843,446	0.80
19. PPF Sudberry Ocean View Hills LP	Industrial	70,360,935	0.77
20. CRP/PD C Piper Otay Owner LLC	Industrial	<u>64,940,949</u>	<u>0.71</u>
		\$2,572,161,534	28.30%

<sup>(1)</sup> Fiscal year 2024-25 local secured assessed valuation (excluding tax-exempt property): \$9,087,458,530.

Source: California Municipal Statistics, Inc.

The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in the aggregate may be larger than is suggested by the above below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

### Assessed Valuation by Land Use

Table 5 describes the District's land use by type in fiscal year 2024-25, which reflects that 32.99% of the total secured assessed valuation is for residential property and 67.01% for nonresidential property.

**TABLE 5**  
**SAN YSIDRO SCHOOL DISTRICT**  
**2024-25 Secured Assessed Valuation and Parcels by Land Use**

	<i>2024-25 Secured Assessed Valuation <sup>(1)</sup></i>	<i>% of Total</i>	<i>No. of Parcels</i>	<i>% of Total</i>
<u>Non-Residential:</u>				
Agricultural/Rural	\$ 77,187,292	0.85%	145	1.88%
Commercial	1,176,838,254	12.95	256	3.33
Vacant Commercial	60,516,183	0.67	70	0.91
Industrial	4,005,441,919	44.08	649	8.43
Vacant Industrial	634,756,077	6.98	329	4.27
Recreational	35,561,419	0.39	3	0.04
Government/Social/Institutional	99,052,478	1.09	215	2.79
Subtotal Non-Residential	<u>\$ 6,089,353,622</u>	<u>67.01%</u>	<u>1,667</u>	<u>21.66%</u>
<u>Residential:</u>				
Single Family Residence	\$ 1,643,539,650	18.09%	3,403	44.22%
Condominium/Townhouse	671,152,001	7.39	2,029	26.36
Mobile Home	11,520,126	0.13	179	2.33
Mobile Home Park	28,780,419	0.32	6	0.08
2-4 Residential Units	60,182,397	0.66	167	2.17
5+ Residential Units/Apartments	505,230,986	5.56	104	1.35
Miscellaneous Residential Improvements	1,803,027	0.02	41	0.53
Vacant Residential	75,896,302	0.84	100	1.30
Subtotal Residential	<u>\$ 2,998,104,908</u>	<u>32.99%</u>	<u>6,029</u>	<u>78.34%</u>
Total	\$2,998,104,908	100.00%	7,696	100.00%

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

Source: California Municipal Statistics, Inc.

Table 6 provides certain information with respect to the assessed values of the single family homes located within the District. Single family homes represent 18.09% of the total local secured assessed valuations in fiscal year 2024-25.

**Table 6**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Per Parcel Fiscal Year 2024-25 Secured Assessed Valuation of Single Family Homes**

	<i>No. of Parcels</i>	<i>Fiscal Year 2024-25 Assessed Valuation</i>	<i>Average Assessed Valuation</i>	<i>Median Assessed Valuation</i>
Single Family Residential	3,403	\$1,643,539,650	\$482,968	\$460,630

<i>Fiscal Year 2023-24 Assessed Valuation</i>	<i>No. of Parcels<sup>(1)</sup></i>	<i>% of Total</i>	<i>Cumulative % of Total</i>	<i>Total Valuation</i>	<i>% of Total</i>	<i>Cumulative % of Total</i>
\$0 - \$49,999	43	1.264	1.264	\$ 1,563,028	0.095%	0.095%
\$50,000 - \$99,999	121	3.557	5.085	8,242,988	0.52	0.647
\$100,000 - \$149,999	76	2.233	7.728	9,628,983	0.586	1.262
\$150,000 - \$199,999	139	4.085	11.813	24,308,860	1.479	2.741
\$200,000 - \$249,999	191	5.613	17.426	42,960,814	2.614	5.355
\$250,000 - \$299,999	262	7.699	25.125	71,912,222	4.375	9.730
\$300,000 - \$349,999	204	5.995	31.120	66,183,400	4.027	13.757
\$350,000 - \$399,999	277	8.140	39.259	104,119,395	6.335	20.092
\$400,000 - \$449,999	286	8.404	47.664	121,769,723	7.409	27.501
\$450,000 - \$499,999	309	9.080	56.744	146,302,092	8.902	36.403
\$500,000 - \$549,999	291	8.551	65.295	152,608,024	9.285	45.688
\$550,000 - \$599,999	285	8.375	73.670	163,652,352	9.957	55.645
\$600,000 - \$649,999	195	5.730	79.401	121,664,780	7.403	63.048
\$650,000 - \$699,999	170	4.996	84.396	114,826,699	6.987	70.035
\$700,000 - \$749,999	150	4.408	88.804	108,520,504	6.603	76.637
\$750,000 - \$799,999	107	3.144	91.948	82,853,400	5.041	81.679
\$800,000 - \$849,999	91	2.674	94.622	74,967,808	4.561	86.240
\$850,000 - \$899,999	44	1.293	95.915	38,539,057	2.345	88.585
\$900,000 - \$949,999	57	1.675	97.590	52,388,632	3.188	91.772
\$950,000 - \$999,999	28	0.823	98.413	27,223,908	1.656	93.429
\$1,000,000 and greater	<u>54</u>	<u>1.587</u>	<u>100.000</u>	<u>108,000,472</u>	<u>6.571</u>	<u>100.000</u>
	3,403	100.00%		\$ 1,643,539,650	100.00%	

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

## THE DISTRICT

### Introduction

The District is located in the southernmost region of the County, adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately \_\_\_\_ residents. Most of the District's territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.

## Board of Education

The District is governed by a five member Board. Members are elected to serve alternating four-year terms.

**Table 7**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Board of Education**

<i>Name</i>	<i>Term Expires</i>
Zenaida Rosario, President	December 2026
Antonio Martinez, Vice President	December 2028
Irene Lopez, Clerk	December 2026
Martin Arias, Member	December 2026
Kenia Peraza, Member	December 2028

Source: San Ysidro School District.

## Superintendent and Administrative Personnel

The District Superintendent (the “Superintendent”) is the chief executive officer of the District and is appointed by the Board to manage the day-to-day operations of the District. Dr. Gina Potter serves as the Superintendent. Brief biographical information for the Superintendent and the Chief Business Official of the District is set forth below.

***Gina A. Potter, Ed.D., Superintendent.*** Dr. Potter was appointed Superintendent of the District in May 2018. Prior to her appointment as Superintendent of the District, Dr. Potter served in various capacities at the Lemon Grove School District, including as Deputy Superintendent, Assistant Superintendent of Business Services, and principal. Dr. Potter has served in the education field for approximately 33 years. Dr. Potter earned her Bachelor of Arts in Rhetoric, Political and Legal Discourse, from the University of California at Berkeley. She received her Master’s Degree of Education at the University of California, Los Angeles and her doctoral degree in Educational Leadership from the University of California, San Diego, San Diego State University and California State University San Marcos Joint Doctoral Program.

***Marilyn Adrianzen, Chief Business Official.*** Ms. Adrianzen was appointed as the Chief Business Official of the District in July 2018. Ms. Adrianzen has 28 years of finance and accounting experience, and previously served as the Director of Fiscal Services for two local school districts. Ms. Adrianzen holds a Bachelor of Accountancy from the University of San Diego and a certificate of completion from the San Diego County Office of Education Finance Director and Small District Manager Academy.

## Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units which are to be represented by an exclusive bargaining agent.

The teachers of the District (certificated personnel) are represented by the San Ysidro Education Association (the “SYEA”). The SYEA contract with the District expires on June 30, 2025.

As of June 30, 2024, the District employed 260 full-time equivalent (“FTE”) SYEA certificated employees with a total covered payroll of approximately \$37.0 million and an additional 19 FTE non-SYEA certificated employees. Table 8 below lists the number of FTE certificated employees for the previous five fiscal years.

**Table 8**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Certificated Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of SYEA Employees</b></i>	<i><b>Number of Non-SYEA Employees</b></i>
2019-20	265.5	17
2020-21	235.0	17
2021-22	264.0	17
2022-23	265.0	17
2023-24	260.0	19

Source: The District.

The California School Employees Association (“CSEA”) has been selected as the exclusive bargaining agent for non-teaching (classified) personnel. The current contract with CSEA expires on June 30, 2025.

As of June 30, 2024, the District employed 221 FTE CSEA classified employees with a total covered payroll of approximately \$22.0 million and an additional 9 non-CSEA employees. Table 9 below lists the number of FTE classified employees for the previous five fiscal years.

**Table 9**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Classified Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of CSEA Employees<sup>(1)</sup></b></i>	<i><b>Number of Non-CSEA Employees</b></i>
2019-20	208.93	14
2020-21	201.90	13
2021-22	194.72	12
2022-23	217.50	11
2023-24	221.00	9

Source: The District.

## **Retirement Systems**

*This section contains certain information relating to the Public Employees’ Retirement System (“PERS”) and the State Teachers’ Retirement System (“STRS”). The information is primarily derived from information publicly available from PERS and STRS, their independent accountants and their actuaries. The District has not independently verified the information regarding PERS and STRS and makes no representations nor expresses any opinion as to the accuracy of the information publicly available from PERS and STRS.*

*The comprehensive annual financial reports of PERS and STRS are available on their websites at [www.calpers.ca.gov](http://www.calpers.ca.gov) and [www.calstrs.ca.gov](http://www.calstrs.ca.gov), respectively. The PERS and STRS websites also contain the most recent actuarial valuation reports, as well as other information concerning benefits and other matters. Such information is not incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

**District Contributions to STRS and PERS and Net Pension Liability.** District employees are members of two retirement systems, as described below. Certificated personnel are generally members of STRS and

classified personnel are generally members of PERS. The District's employees and the District are required to make annual contributions to STRS and PERS.

The District's employer contribution to STRS was \$4,436,097, \$5,621,835 and \$5,567,497 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its Second Interim Report for fiscal year 2024-25 (the "2024-25 Second Interim Report"), which projects fiscal year 2024-25 revenues and expenditures based on results through January 31, 2025, the District projects a STRS employer contribution of \$\_\_\_\_\_ in fiscal year 2024-25. The foregoing amounts do not include on-behalf contributions towards STRS made by the State.

The District's employer contribution to PERS was \$2,533,413, \$2,978,227 and \$3,432,906 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects a PERS employer contribution of \$\_\_\_\_\_.

The District's net pension liability was \$62,061,554 at June 30, 2024, of which \$37,394,909 was attributable to STRS and \$24,666,645 to PERS.

The District's proportionate shares of the net pension liabilities, pension expense and deferred inflow of resources for STRS and PERS and a deferred outflow of resources for STRS and PERS, as of June 30, 2024, are as shown in the following table:

**SPECIFIC PENSION PLAN INFORMATION AS OF JUNE 30, 2024**

<i><b>Pension Plan</b></i>	<i><b>Net Pension Liability</b></i>	<i><b>Deferred Outflows Related to Pensions</b></i>	<i><b>Deferred Inflows Related to Pensions</b></i>	<i><b>Pension Expense</b></i>
STRS	\$ 37,394,909	\$ 15,444,947	\$ (4,166,976)	\$ 5,433,244
PERS	<u>24,666,645</u>	<u>8,535,295</u>	<u>(1,748,126)</u>	<u>3,334,553</u>
Total	<u>\$ 62,061,554</u>	<u>\$ 23,980,242</u>	<u>\$ (5,915,102)</u>	<u>\$ 8,767,797</u>

Source: San Ysidro School District.

For additional information regarding the District's participation in STRS and PERS, see Note M to the District's audited financial statements for fiscal year 2023-24 attached as Appendix B hereto.

The District can make no representations regarding the future program liabilities of STRS or PERS, or whether the District will be required to make additional contributions to STRS and PERS in the future above those amounts currently projected as described below.

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of STRS. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is a multiple-employer defined benefit plan which is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employer, employee or State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of

the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 (“AB 1469”) into law as a part of the State’s fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), by June 30, 2046, by increasing member, K-14 school district and State contributions to STRS. Recent employee (member) contribution rates are set forth in the table below.

**Table 10**  
**MEMBER CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>STRS Members Hired Prior to January 1, 2013</i>	<i>STRS Members Hired After January 1, 2013</i>
July 1, 2014	8.15%	8.150%
July 1, 2015	9.20	8.560
July 1, 2016	10.25	9.205
July 1, 2017	10.25	9.205
July 1, 2018	10.25	10.205
July 1, 2019	10.25	10.205
July 1, 2020	10.25	10.205
July 1, 2021	10.25	10.205
July 1, 2022	10.25	10.205
July 1, 2023	10.25	10.205
July 1, 2024	10.25	10.205

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Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members (the “PEPRA Members”) hired after January 1, 2013 (the “Implementation Date”) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. This adjustment does not apply to members (the “Classic Members”) hired before the Implementation Date. For fiscal year commencing July 1, 2024, the contribution rate will be 10.250% for Classic Members and 10.205% for PEPRA Members, as shown above.

Pursuant to AB 1469, K-14 school districts’ employer contribution rates increased over a seven-year phase-in period in accordance with the schedule set forth in the table below.



**Table 11**  
**K-14 SCHOOL DISTRICT CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>K-14 School Districts<sup>(1)</sup></i>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

<sup>(1)</sup> Percentage of eligible salary expenditures to be contributed.  
Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' employer contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 ("SB 90") into law as a part of the State's fiscal year 2019-20 Budget. Pursuant to SB 90, the State Legislature appropriated \$2.246 billion to be transferred to the Teacher's Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21, resulting in employer contribution rates of 17.1% in fiscal year 2019-20 and 18.4% in fiscal year 2020-21. In addition, the State made a contribution of \$1.117 billion to be allocated to reduce the employer's share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. This additional payment was reflected in the June 30, 2020 actuarial valuation. Subsequently, the State's fiscal year 2020-21 Budget redirected \$2.3 billion previously appropriated to STRS and PERS pursuant to SB 90 for long-term unfunded liabilities to further reduce the employer contribution rates in fiscal years 2020-21 and 2021-22. As a result, the effective employer contribution rate was 16.15% in fiscal year 2020-21 and 16.92% in fiscal year 2021-22. The employer contribution rate was 19.1% in fiscal years 2022-23 and 2023-24, and is 19.1% in fiscal year 2024-25.

The State also contributes to STRS in an amount equal to 8.328% for fiscal year 2024-25. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. However, the maximum increase or decrease in a given year is limited to 0.5% of payroll under the STRS valuation policy. Once the State has eliminated its share of the STRS' unfunded actuarial obligation, the State contribution will be immediately reduced to the base contribution rate of 2.017% of payroll.

In addition, the State is currently required to make an annual General Fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the “SBPA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

**PERS.** Classified employees working four or more hours per day are members of PERS. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund (“PERF”). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2024 included 1,601 public agencies and 1,336 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for “classified employees,” which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the “Schools Pool”).

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The employer contribution rate was 25.37% in fiscal year 2022-23, 26.68% in fiscal year 2023-24, and 27.05% in fiscal year 2024-25. Classic Members contribute at a rate established by statute, which was 7% in fiscal year 2023-24 and is 7% in fiscal year 2024-25, while PEPRA Members contribute at an actuarially determined rate, which was 8% in fiscal year 2023-24. For the Schools Pool Actuarial Valuation as of June 30, 2024 (the “2024 PERS Actuarial Valuation”), the total normal cost did not change by more than 1% relative to the basis currently in effect, therefore the PEPRA Member contribution rate remains 8% in fiscal year 2024-25. See “—California Public Employees’ Pension Reform Act of 2013” herein.

***State Pension Trusts.*** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. STRS and PERS each maintain a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). The information presented in such financial reports and on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The table below summarizes information regarding the recent actuarially-determined accrued liability for both STRS and PERS (Schools Pool). Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

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**Table 12**  
**Funded Status**  
**STRS (Defined Benefit Program) and PERS (School Pool)**  
**(Dollar Amounts in Millions)<sup>(1)</sup>**  
**Fiscal Years 2016-17 through 2022-23**

<b>STRS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)<sup>(4)</sup></i>	<i>Unfunded Liability (AVA)<sup>(4)(5)</sup></i>
2016-17	\$286,950	\$197,718	\$103,468	\$179,689	\$107,261
2017-18	297,603	211,367	101,992	190,451	107,152
2018-19	310,719	225,466	102,636	205,016	105,703
2019-20	322,127	233,253	107,999	216,252	105,875
2020-21	332,082	292,980	60,136	242,363	89,719
2021-22	346,089	283,340	85,803	257,537	88,552
2022-23	359,741	299,148	85,571	273,155	86,586
<b>PERS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)</i>	<i>Unfunded Liability (AVA)</i>
2016-17	\$ 84,416	\$60,865	\$23,551	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2017-18	92,071	64,846	27,225	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2018-19 <sup>(7)</sup>	99,528	68,177	31,351	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2019-20 <sup>(8)</sup>	104,062	71,400	32,662	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2020-21	110,507	86,519	23,988	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2021-22	116,982	79,386	37,596	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2022-23	124,924	84,292	40,632	-- <sup>(6)</sup>	-- <sup>(6)</sup>

(1) Amounts may not sum to totals due to rounding.

(2) Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

(3) Unfunded Liability (MVA) is equal to the Accrued Liability column minus the Value of Trust Assets (MVA) column minus the amount deposited in the Supplemental Benefits Maintenance Account reserve, which is not available to provide benefits under the STRS Defined Benefit Program.

(4) Based on actuarial value of assets.

(5) Unfunded Liability (AVA) is equal to the Accrued Liability column minus the Value of Trust Assets (AVA) column.

(6) Effective with the June 30, 2014 valuation, PERS no longer uses an actuarial valuation of assets.

(7) For fiscal year 2020-21, the State made an additional \$430 million contribution pursuant to Assembly Bill 84/Senate Bill 111 ("AB 84"), which additional contribution did not directly impact the actuarially determined contribution as it was not yet in the Schools Pool by the June 30, 2019 actuarial valuation date. The additional State contribution was treated as an advance payment toward the unfunded accrued liability contribution with required employer contribution rate correspondingly reduced.

(8) For fiscal year 2021-22, the impact of the additional \$330 million State contribution made pursuant to AB 84 was directly reflected in the actuarially determined contribution, because the additional payment was in the Schools Pool as of the June 30, 2020 actuarial valuation date, which served to reduce the required employer contribution rate by 2.16% of payroll.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2007 through June 30, 2022) (the "2024 Experience Analysis"), on January 10, 2024, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2023 (the "2023 STRS Actuarial Valuation"). The payroll growth assumption was decreased to 3.25% from 3.50% due to the projected need for fewer teachers due to projected declining enrollment in the State over the next 20 years, while the following actuarial assumptions remained unchanged since the prior Experience Analysis: (i) long-term investment return (7.0%) and (ii) price inflation (2.75%). Certain demographic assumptions were also updated, including changing the assumed life expectancy

of STRS retirees to more closely reflect recent trends. The 2023 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

The 2023 STRS Actuarial Valuation reports that, based on an actuarial value of assets, the unfunded actuarial obligation decreased by approximately \$1.966 billion since the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2022 (the “2022 STRS Actuarial Valuation”), and the funded ratio increased by 1.50% to 75.9% over such time period. The main reason for the increase in the funded ratio were the expected year-to-year change due to contributions received to pay down the unfunded actuarial accrued liability and the new actuarial assumptions (primarily the mortality assumption change) that were adopted for use in the 2023 STRS Actuarial Valuation. The STRS Board has no authority to adjust rates to pay down the portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990 (the “Unallocated UAO”). There was a small decrease in the surplus (a negative unfunded actuarial obligation) for the Unallocated UAO from \$359 million as of June 30, 2022 to \$356 million as of June 30, 2023.

According to the 2023 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2044 of 100.7%. This finding assumes adjustments to contribution rates in line with the funding plan and STRS Board policies, the future recognition of the currently deferred asset gains, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

On November 7, 2024, STRS released its 2024 Review of Funding Levels and Risks (the “STRS 2024 Review of Funding Levels and Risks”), which is based on the 2023 STRS Actuarial Valuation. The STRS 2024 Review of Funding Levels and Risks notes that funding projections have improved slightly since the completion of the June 30, 2023 actuarial valuation that was presented to the Board in May 2024 in part due to the 8.4% investment return earned by STRS in fiscal year 2023-24, and an increase of 9,000 active members, which contributed to an 8% increase in the payroll of active members.

The key results and findings noted in the STRS 2024 Review of Funding Levels and Risks were that (i) current contribution rates for the State and employers are still projected to be sufficient to allow both the State and the employers to eliminate their share of the STRS unfunded actuarial obligation by 2046; contribution rate increases are not expected to be needed for fiscal year 2025-26, (ii) the State remains well ahead of schedule to eliminate its share of the STRS unfunded actuarial obligation (currently projected to be eliminated in 2027), (iii) the largest risk facing STRS’ ability to reach full funding remains investment-related risk, especially considering the Defined Benefit Program continues to mature, which will increase the system’s sensitivity to investment experience, (iv) the risk that a negative investment return might impact STRS ability to reach full funding is expected to increase once the State fully eliminates its share of STRS unfunded actuarial obligation because of a trigger that will require the State contribution rate to immediately drop to 2.017% potentially limiting STRS ability to react to changing conditions, because once this occurs, the STRS Board would only be able to raise the State contribution rate by 0.5% each year, taking 12 years to simply return to the State contribution rate in place in the prior fiscal year potentially resulting in a situation where the State can no longer eliminate its share of the unfunded liability by 2046, and (v) the ability of the funding plan to allow STRS to reach full funding is dependent on STRS meeting its current actuarial assumptions over the long term; uncertain investment markets and a potential decline in the number of teachers could put pressure on STRS ability to meet some of its long-term assumptions and impact its ability to reach full funding.

The STRS 2024 Review of Funding Levels and Risks notes highlighted risks associated with longevity, the size of active membership and investments. The STRS 2024 review of Funding Levels and Risks notes that, overall, STRS experienced greater mortality than projected under previous assumptions, but it remains uncertain whether the pandemic will continue to impact mortality in the long term. In January 2024 the STRS Board adopted new mortality assumptions that were slightly lower than the data indicated, essentially not fully reflecting the impact of the pandemic. In January of 2024, the STRS Board also adopted a chance to the rate at which the payroll is assumed to increase, from 3.5% to 3.25%, which reflects STRS assumption that the

population of active teachers will decline slowly over time (approximately 5% through 2046). The STRS 2024 Review of Funding Levels and Risks notes that if the active membership declines and the payroll fails to grow as assumed, STRS ability to make progress toward full funding could be at risk. Retirements from active teachers are expected to increase significantly over the next 10 years. Although an increase in retirements does not necessarily impact long term funding, if school districts do not replace teachers who retire in the future, that could result in a reduction in the overall number of teachers and impact STRS ability to reach full funding by 2046. With the anticipated decline in the number of children enrolled in K-12 public schools, the risk that the number of teachers may go down in the future is real and was one of the considerations when the STRS Board lowered the payroll growth assumption. California experienced a significant decline in enrollment in both K-12 public schools and community colleges starting in 2020-21. Total enrollment in K-12 public schools dropped by approximately 310,000, or a 5% reduction, between 2019-20 and 2022-23, while the number of students enrolled at community colleges dropped by 310,000, or a 20% reduction, before increasing by approximately 30,000 in the fall of 2022. In October 2023, the State updated its projection of K-12 enrollments, with the most recent projection anticipating a decline of approximately 11% over the next 10 years and 15% over the next 20 years. If the anticipated reduction in enrolment results in a need for fewer teachers in California, it would impact the number of active teachers who participate in the STRS Defined Benefit Program and ultimately the growth in payroll. One countervailing force that could potentially offset some of the factors listed above would be the reduction of class sizes.

The STRS 2024 Review of Funding Levels and Risks notes that investment volatility and the risk that STRS may not be able to meet its assumed investment return over the long-term remains the greatest risk facing STRS today. The combination of a maturing system and the decreasing timeframe of the funding plan only serves to increase this risk. STRS 2024 Review of Funding Levels and Risks notes that (i) when investment returns are below expectations, the unfunded actuarial obligation increases, requiring additional contributions to bridge the gap, however, the funding plan provides the board limited authority to increase contribution rates for both the State and employers; (ii) the State bears the greatest risk when it comes to investment volatility due to rules set in the funding plan that allocate the largest share of the assets to the state which results in its share of the unfunded actuarial obligation being the most sensitive to investment volatility; (iii) the STRS Board has authority to increase the State's contribution by a maximum of 0.5% of payroll each year with no limit on the maximum rate; however the State contribution rate will be reduced to 2.017% of payroll once the State has eliminated its share of the unfunded liability, and (iv) since the funding plan expires in 2046, after which the STRS Board's authority to adjust contribution rates terminates, the time period over which to fund an existing and new unfunded actuarial obligation is declining each year.

On July 30, 2024, STRS reported a net return on investments of 8.4% for fiscal year 2023-24, ending with the total fund value of \$341.4 billion as of June 30, 2024. The 2023-24 return keeps STRS on track long term, as the 5-, 10-, 20-, and 30-year returns, all surpass the actuarial assumption of 7.0%, during a period of inflation, rising interest rates and geopolitical uncertainty. In its news release reporting the fiscal year 2023-24 investment return, STRS noted that it is ahead of schedule in reaching full funding by 2046.

In recent years, the PERS Board of Administration (the "PERS Board") has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

Over the last several years, the PERS Board has lowered the PERS' rate of expected price inflation and its investment rate of return (net of administrative costs) (the "PERS Discount Rate"). Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise. The PERS Funding Risk Mitigation Policy recently triggered an automatic decrease of 0.2% in the PERS Discount Rate due to the investment return in fiscal year 2020-21, lowering such rate to 6.8%. On April 15, 2024, the PERS Board removed the automatic mechanism to reduce the discount rate and added a provision to the Funding Risk Mitigation Policy to bring an agenda item to the PERS Board for discussion if a funding risk mitigation event occurs.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies included a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on November 17, 2021 (the “2021 Experience Study”), the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.30% per year, (ii) increasing the assumed real wage inflation assumption to 0.5%, which results in a total wage inflation of 2.80%, (iii) increasing the payroll growth rate to 2.80%, and (iv) certain changes to demographic assumptions relating to modifications to the mortality rates, retirement rates, and disability rates (both work and non-work related), and rates of salary increases due to seniority and promotion.

On November 15, 2021, the PERS Board selected a new asset allocation mix through its periodic Asset Liability Management Study that will guide the fund’s investment portfolio for the next four years, retained the current 6.8% discount rate and approved adding 5% leverage to increase diversification. The new asset allocation took effect July 1, 2022 and will impact contribution rates for employers and PEPRAs Members beginning in fiscal year 2022-23.

The 2023 PERS Actuarial Valuation reported that from June 30, 2022 to June 30, 2023 the funded ratio of the Schools Pool decreased by 0.4% (from 67.9% to 67.5%), which was primarily due to salary increases in fiscal year 2022-23 being higher than expected. The 2023 PERS Actuarial Valuation notes that during the time period between the valuation date and the publication of the 2023 PERS Actuarial Valuation, inflation was higher than the expected inflation rate of 2.3% per annum, and since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The average salary increase was 9.8% for members actively employed during the entire year ending June 30, 2023. Total reported payroll in 2022-23 increased by 13.9% over the prior year, compared with 2.8% expected. This change, driven by a combination of active headcount growth and the salary increases, served to reduce the employer contribution rate for 2024-25 by 1.74% of pay as the dollar amount of the unfunded liability

contribution is divided by a larger payroll. Based on final June 30, 2023 assets, the money-weighted investment return for 2022-23 was 6.1%, generating an actuarial investment loss of \$0.6 billion. This loss will be amortized over 20 years with a five-year ramp, increasing the employer contribution rate in 2024-25 by 0.07% of pay. Due to the five-year ramp, this impact will increase each year until it reaches an estimated 0.33% of pay in 2028-29.

On July 15, 2024, PERS reported a preliminary net return on investment of 9.3% for PERF in fiscal year 2023-24. When using the preliminary net return of 9.3% to assess long-term obligations, the overall estimated funded status of the PERF stands at 75%. As of June 30, 2024, assets were valued at \$502.9 billion. The ending value of the PERF for fiscal year 2023-24 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments to retirees, and various investment fees. PERS will review the portfolio's performance in the next few months to determine the final fiscal year returns for 2023-24. The final investment return for fiscal year 2023-24 will be reflected in contribution levels for the State and school district employers in fiscal year 2025-26.

A circular letter published on August 30, 2024 reports that the contribution rate for fiscal year 2025-26 is projected to be 27.4%, the contribution rate for fiscal year 2026-27 is projected to be 27.5%, the contribution rate for fiscal year 2027-28 is projected to be 28.5%, the contribution rate for fiscal year 2028-29 is projected to be 28.2%, and the contribution rate for fiscal year 2029-30 is projected to be 27.8%. The projected contribution rates reflect a preliminary investment return for fiscal year 2023-24 of 9.3% (without reduction for administrative expenses). Further, projected rates reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers. The projections assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits or funding will occur during the projection period. Future contribution requirements may differ significantly. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

In November 2024, PERS released its 2024 Annual Review of Funding Levels and Risk (the "2024 PERS Funding Levels and Risk Report"), which provided a summary of the current funding levels of the system, the near-term outlook for required contributions and risks faced by the system in the near and long-term. The 2024 PERS Funding Levels and Risk Report notes that over the next several years there is the potential for various factors to either further increase required contributions or add additional financial strain on employers and their ability to make required contributions, including inflation and near-term economic turmoil. The 2024 PERS Funding Levels and Risk Report notes that over the last few years, price inflation has been significantly higher than the PERS long-term assumption of 2.3%, which can affect liability measures and investment returns in several ways and which can be difficult to quantify. The most direct impact of high inflation is that retirees can receive higher than expected cost-of-living adjustments and active employees can receive higher than expected salary increases, which could increase actuarial losses in the future. The 2024 PERS Funding Levels and Risk report concludes that, as of June 30, 2023, the PERS Retirement System had experienced a couple of years of investment returns below the expected return of 6.8%, and actuarial losses primarily due to high inflation which resulted in unexpected cost of living adjustments for retirees and higher than expected member pay increases. The foregoing resulted in increased employer contributions along with further increases forecasted for the near future. Despite the strong investment return for the fiscal year ending June 30, 2024, the 2024 PERS Funding Levels and Risk Report notes that employer contributions are currently at relatively high levels due to large amounts of unfunded accrued liability and uncertainty within the economy suggests possible economic turmoil in the near future. The 2024 PERS Funding Levels and Risk Report concludes that the ability of employers to continue making required contributions to the system is the area of greatest concern.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

***California Public Employees' Pension Reform Act of 2013.*** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes



changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For PEPPRA Members, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increasing the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

### **Post-Employment Benefits**

The District provides post-employment health care benefits, in accordance with the District’s employment contracts, to all employees who retire from the District on or after attaining a certain age with certain years of service (the “District OPEB Plan”). All employees who retire from the District will receive these benefits upon attaining the age of 55 with 15 years of service. For eligible certificated employees and eligible management, confidential and supervisory employees, the District pays 100% of the retiree medical coverage costs. For eligible classified employees, the District pays 100% of the retiree medical coverage costs. Retirees pay 100% of the cost of any spouse or dependent coverage. A retiree will receive these health care benefits to the end of the month in which the retiree turns 65. Expenditures for post-employment benefits are recognized by the District on a pay-as-you-go basis, as retirees report claims paid. As of June 30, 2024, 46 retired employees and beneficiaries were receiving post-employment benefits and 0 inactive plan members were entitled to but not yet receiving such benefits.

Beginning with its fiscal year ending June 30, 2009, the District was required to comply with GASB Statement 45 relating to the District OPEB Plan, which required the District to recognize the expenses and related liabilities and assets for any post-employment benefits provided by the District in its government-wide financial statements of net assets and activities. The District was required to conduct a report on its unfunded actuarial liability every two years with respect to its post-employment benefits.

In June 2015, GASB issued Statement 75, which replaced the requirements under the GASB Statement 45. The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of Statement 75 is to improve accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or “OPEB”). Statement 75 also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. Statement 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

More specifically, Statement 75 requires the liability of employers to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s

fiduciary net position. Statement 75 requires the recognition of the total OPEB liability in the Statement of Net Position.

The District's most recent actuarial valuation report for the District OPEB Plan, dated November 4, 2024 for the fiscal year ending June 30, 2024 (the "Valuation Report"), reflects the application of GASB Statement 75. Based on such actuarial valuation report, the total liability for the District OPEB Plan was \$16,017,716 as of the June 30, 2024 measurement date. This amount represented the present value of all benefits projected to be paid by the District for current and future retirees.

The District recognizes the post-employment health care benefits on a pay-as-you-go basis. The most recent actuarial valuation report for the District OPEB Plan did not provide an actuarially determined contribution for the District OPEB Plan (i.e. a contribution amount that is projected to fully fund the District OPEB Plan over a period of amortization). The District recognized an OPEB expense of \$1,103,866 for fiscal year 2023-24. The changes in net District OPEB Plan liability as of June 30, 2024, are shown in the following table:

<i><b>Total District OPEB Plan Liability</b></i>	<i><b>June 30, 2024</b></i>
Service Cost	\$ 779,743
Interest on Total OPEB Liability	701,010
Change of benefit terms	0
Changes in assumptions	(1,619,339)
Differences between expected and actual experience	(15,360)
Benefit Payments	<u>(372,690)</u>
<b>Net Change in OPEB Liability</b>	<b><u>\$ (526,636)</u></b>
<b>Total OPEB Liability, Beginning</b>	<b><u>\$16,544,352</u></b>
<b>Total OPEB Liability, Ending</b>	<b><u>\$16,017,716</u></b>

Source: San Ysidro School District's Valuation Report.

See Note N to the District's Audited Financial Statements for fiscal year 2023-24 attached as Appendix B hereto.

## **Insurance**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The District currently receives property and liability insurance coverage through Southern California Regional Liability Excess Fund (SC ReLiEF), a non-profit member-owned and operated Joint Powers Authority. Settled claims have not exceeded this commercial coverage in any of the past three years. The District receives its workers' compensation insurance through Protected Insurance Program for Schools (P.I.P.S) Joint Power Authority.

## **Cybersecurity**

The District, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the District is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the District's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, there has been one significant cyber-attack on the District's computers and technologies. In 2017, the District experienced an attack on its computer operating systems which resulted in several of the District's computers being infected with a virus. In response to the attack, the District worked with Vector USA, a cybersecurity firm, to quarantine the affected devices and remove the infection. As a result of the cyber-attack, the District implemented new cybersecurity measures including

contracting with Vector USA for computer protection, purchasing a new antivirus system, scanning all computers, hardening servers and reviewing network security. Additionally, the District carries cybersecurity insurance through Chubb.

While the District is routinely maintaining its technology systems and regularly implementing new information security controls, no assurances can be given that the District's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the District's computer and technology system could negatively impact the District's operations, and the costs related to such attacks could be substantial.

## **DISTRICT FINANCIAL MATTERS**

### **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts.

The District generally adopts the Government Accounting Standards Board Statements for its financial reporting. Changes to the GASB Statements can result in changes in accounting principles which impact the District's financial reporting and results. See Note A.13 to the District's June 30, 2024 Financial Statements set forth in Appendix B hereto.

### **District Budget**

The District is required by provisions of the California Education Code to maintain each fiscal year a balanced budget in which the sum of projected expenditures cannot exceed the projected revenues plus the ending fund balance from the previous year. The California State Department of Education (the "Department") imposes a uniform budgeting format for each school district in the State.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent of Schools (the "County Superintendent") within five days of adoption or by July 1, whichever occurs first. The budget is only readopted if it is disapproved by the County Superintendent, or as needed.

Upon receipt of an adopted budget, the County Superintendent will (a) examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, (b) determine if the adopted budget allows the district to meet its current obligations, (c) determine if the adopted budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments, (d) determine whether the adopted budget includes the expenditures necessary to implement the local control and accountability plan or annual update thereto, and (e) determine whether the adopted budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties. On or before September 15, the County Superintendent will approve, conditionally approve or disapprove the adopted budget for each school district.

If the County Superintendent determines that the adopted budget does not satisfy one or more of the requirements set forth in the preceding paragraph, the County Superintendent shall transmit recommendations regarding revisions to the adopted budget to the school district and the reasons therefor. The County Superintendent may assign a fiscal adviser to assist the school district to develop a budget in compliance with those revisions. In addition, the County Superintendent may appoint a committee to examine and comment on the review and recommendations, subject to the requirement that the committee report its findings to the County Superintendent no later than September 20.

If the adopted budget of a school district is conditionally approved or disapproved by the County Superintendent, on or before October 8, the governing board of the school district, in conjunction with the County Superintendent, shall review and respond to the recommendations of the County Superintendent at a regular meeting of the governing board of the school district. The response shall include any revisions to the adopted budget and other proposed actions to be taken, if any, as a result of those recommendations.

No later than October 22, the County Superintendent must notify the State Superintendent of Public Instruction (the “State Superintendent”) of all school districts whose budget has been disapproved.

Upon receipt of a revised budget, the County Superintendent must determine whether the revised budget conforms to the standards and criteria applicable to final district budgets. If the revised budget is disapproved, the County Superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1, unless the governing board of the school district and the County Superintendent agree to waive the requirement that a budget review committee be formed and the Department approves the waiver after determining that a budget review committee is not necessary.

If a budget review committee is appointed and recommends approval of the adopted budget, the County Superintendent shall accept the recommendation of the committee and approve the adopted budget.

If the budget review committee disapproves the adopted budget, the governing board of the school district, not later than five working days after the receipt of the report from the budget review committee, may submit a response to the State Superintendent, including any revisions to the adopted budget and any other proposed actions to be taken as a result of the budget review committee’s recommendations. Based upon these recommendations and any response thereto provided by the governing board of the school district, the State Superintendent shall either approve or disapprove the revised budget. If the State Superintendent disapproves the budget, they shall notify the governing board of the school district in writing of the reasons for that disapproval and, until the County Superintendent certifies the school district’s First Interim Financial Report (as described below), the County Superintendent shall undertake the actions set forth in Education Code section 42127.3.

Upon the grant of a waiver from the requirement to form a budget review committee, the County Superintendent immediately has the authority and responsibility provided in Section 42127.3. Upon approving a waiver of the budget review committee, the Department shall ensure that a balanced budget is adopted for the school district by December 31. If no budget is adopted by December 31, the State Superintendent may adopt a budget for the school district. The State Superintendent shall report to the State Legislature and the Director of Finance of the State Department of Budget and Finance by January 10 if any school district, including a school district that has received a waiver of the budget review committee process, does not have an adopted budget by December 31. This report shall include the reasons why a budget has not been adopted by the deadline, the steps being taken to finalize budget adoption, the date the adopted budget is anticipated, and whether the State Superintendent has or will exercise their authority to adopt a budget for the school district.

Not later than November 8, the County Superintendent shall submit a report to the State Superintendent identifying all school district for which budgets have been disapproved or budget review committees waived.

Until a district’s budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

After approving the districts’ budgets, the County Superintendent will monitor, throughout the fiscal year, each school district under their jurisdiction pursuant to its adopted budget to determine on a continuing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial

obligations, the County Superintendent must so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, also after consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At a minimum, school districts file with their County Superintendent and the Department a First Interim Financial Report by December 15 covering financial operations from July 1 through October 31 and a Second Interim Financial Report by March 15 covering financial operations from July 1 through January 31. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report covering financial operations from July 1 through April 30 by June 1. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year on June 30, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the Department.

The District has received both positive and qualified certifications on its budgets and interim reports over the past five years, although the District has received only positive certifications on its more recent reports, beginning with the Second Interim Report for fiscal year 2020-21 and continuing all the way through the 2023-24 Second Interim Report. See "—District's Recent Financial History" for a discussion of the financial issues affecting the District over the past several years.

Pursuant to State law, the District adopted its General Fund budget for fiscal year 2024-25 (the "2024-25 Adopted Budget") on June 20, 2024. See "DISTRICT FINANCIAL MATTERS—Current Financial Condition" and "STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget."

## **State Funding of Education**

School district revenues consist primarily of appropriated State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

**Local Control Funding Formula.** State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as part of the fiscal year 2013-14 State budget, established a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49).

The primary component of AB 97, as amended by SB 91, is the implementation of the Local Control Funding Formula ("LCFF"), which replaced the prior revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations are now provided on the basis of target base funding grants (a "Base Grant") per unit of average daily attendance ("ADA") assigned to each of four grade spans. Each Base Grant is subject to certain adjustments and add-ons, as discussed below. Full implementation of the LCFF occurred over a period of eight fiscal years. In each year, an annual transition adjustment was calculated for each school district, equal to such district's proportionate share of appropriations

included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The Base Grants per unit of ADA for each grade span, as of the first year of the LCFF's implementation, were as follows: (i) \$6,845 for grade K-3; (ii) \$6,947 for grades 4-6; (iii) \$7,154 for grades 7-8; and (iv) \$8,289 for grades 9-12. During the implementation period of the LCFF, the Base Grants were adjusted for cost of living adjustments ("COLAs") by applying the implicit price deflator for government goods and services. The provision of COLAs is currently subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades TK-3 must maintain an average class enrollment of 24 or fewer students in grades TK-3 at each school site in order to continue receiving the adjustment to the TK-3 Base Grant. The District is satisfying the class enrollment criteria in fiscal year 2024-25. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The LCFF also provides additional add-ons to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13. The State budget for fiscal year 2021-22 also implemented a plan to expand the LCFF to include Transitional Kindergarten (TK) to all four-year olds. This plan is expected to phase in cohorts of TK students over a four-year period, concluding in fiscal year 2025-26. As a result, school districts that serve TK students will be eligible to receive an add-on equal to \$3,077, multiplied by such district's second principal reporting period ADA for TK students for the current fiscal year. Beginning in fiscal year 2023-24, this add-on is subject to COLA adjustments to the same degree as LCFF Base Grants. For fiscal year 2024-25, the District's ADA consists of \_\_\_\_ TK students.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals and are therefore not discussed herein separately). AB 97 authorizes a supplemental grant add-on (each, a "Supplemental Grant") is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 65% of the applicable Base Grant multiplied by the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold. The District does qualify for a Concentration Grant.

Table 13 below shows a breakdown of the District’s ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2020-21 through 2024-25.

**TABLE 13**  
**ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE**  
**Fiscal Years 2020-21 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Average Daily Attendance<sup>(1)</sup></i>				<i>Enrollment<sup>(2)</sup></i>	
	<i>K-3</i>	<i>4-6</i>	<i>7-8</i>	<i>Total ADA</i>	<i>Total Enrollment<sup>(2)</sup></i>	<i>% of EL/LI Enrollment</i>
2020-21 <sup>(3)</sup>	1,800.71	1,420.72	981.67	4,203.10	4,419	85.50%
2021-22	1,646.54	1,343.73	853.78	3,844.04	4,264	83.00
2022-23	1,681.28	1,335.01	852.59	3,868.88	4,260	82.40
2023-24	1,669.74	1,339.65	852.28	3,862.67	4,204	81.61
2024-25	1,693.92	1,344.99	828.82	3,867.73	4,144	85.98

<sup>(1)</sup> Reflects the District’s ADA as reported during the Second Principal Apportionment period (“P-2 ADA”).

<sup>(2)</sup> As of October report submitted to the California Basic Educational Data System (CBEDS). For purposes of calculating Supplemental and Concentration Grants, a school district’s percentage of unduplicated EL/LI students is based on a rolling average of such district’s EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years. Estimated for fiscal year 2023-24.

<sup>(3)</sup> ADA in fiscal year 2020-21 reflects the application of the hold-harmless provisions of State Executive Order N-26-20.

Source: San Ysidro School District.

Prior to fiscal year 2022-23, the sum of a school district’s adjusted Base, Supplemental and Concentration Grants was multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). The 2022-23 State budget amended the LCFF calculation to allow the sum of a school district’s adjusted Base, Supplemental and Concentration Grants to be multiplied by such district’s P-2 ADA for the current year, prior year or average of three prior years, whichever is greater. The funding amount generated by this calculation, together with any applicable ERT or categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

**Basic Aid or Community Funded Districts.** Certain school districts, known as “basic aid” or “community funded” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as a basic aid district.

**Accountability.** Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students. Such regulations also detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually with a three-year plan, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has adopted a template LCAP for use by school districts.

***Support and Intervention.*** AB 97, as amended by SB 91, established a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP. The District has updated its LCAP through fiscal year 2024-25. See “STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget—LCAPs.”

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on their behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

***Other State Sources.*** In addition to State allocations determined pursuant to the LCFF, the District receives other State revenues consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

***Other Sources.*** The federal government provides funding for several school district programs, including specialized programs such as the Every Student Succeeds Act, special education programs, and programs under the Educational Consolidation and Improvement Act. In addition, a portion of a school district’s budget is from local sources other than property taxes, including but not limited to interest income, leases and rentals, educational foundations, donations and sales of property.



## Historical General Fund Financial Information

Table 14 below summarizes the District's Statement of General Fund Revenues, Expenditures and Changes in Fund Balance for fiscal years 2019-20 through 2023-24. The figures in Table 14 below are taken from the District's audited financial statements for fiscal years 2019-20 through 2023-24. See APPENDIX B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" for further detail on the District's financial condition as of June 30, 2024.

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**Table 14**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of General Fund Revenues, Expenditures and Changes in Fund Balance**

	<i>Audited 2019-20</i>	<i>Audited 2020-21</i>	<i>Audited 2021-22</i>	<i>Audited 2022-23</i>	<i>Audited 2023-24</i>
<b>SOURCES</b>					
LCFF Sources	\$ 49,266,048	\$ 46,332,407	\$ 49,737,761	\$ 55,001,255	\$ 7,326,597
Federal Sources	3,855,758	9,606,538	9,806,560	11,827,249	5,290,742
Other State Revenues	5,623,166	8,534,028	10,037,141	21,341,865	17,050,968
Interest	138,268	122,357	117,967	354,294	928,671
Fair Market Value Adjustment <sup>(1)</sup>	-	-	(434,756)	(296,100)	299,412
Other Local Revenue	<u>3,478,537</u>	<u>3,648,090</u>	<u>3,718,055</u>	<u>5,454,344</u>	<u>2,283,269</u>
Total Revenues	\$ 62,361,777	\$ 68,243,420	\$ 72,982,728	\$ 93,682,907	\$ 83,179,659
<b>EXPENDITURES</b>					
Instruction	\$ 40,124,062	\$ 41,751,942	\$ 44,306,847	\$ 52,824,605	\$ 56,094,376
Instruction – Related Services	4,656,996	4,543,120	5,130,291	5,904,181	6,331,019
Pupil Support Services	4,619,206	4,589,498	5,023,410	5,815,984	7,178,917
Ancillary Services	25,498	-	-	-	107,686
General Administration	4,837,557	6,176,376	5,561,151	6,904,254	7,588,165
Plant Services	5,595,050	6,034,166	6,563,075	7,100,688	8,103,196
Other Outgo	185,083	887,621	64,457	105,891	113,190
Capital Outlay	279,121	80,368	946,360	3,834,340	2,101,906
Debt Service	<u>1,202,462</u>	<u>12,051,759<sup>(2)</sup></u>	<u>1,013,471</u>	<u>466,187</u>	<u>226,600</u>
Total Expenditures	\$ 61,525,035	\$ 76,114,850	\$ 68,609,062	\$ 82,922,130	\$ 87,845,055
Excess of (Deficiency) of Revenues Over Expenditures	<u>836,742</u>	<u>(7,871,430)</u>	<u>4,373,666</u>	<u>10,690,777</u>	<u>(4,665,396)</u>
<b>OTHER FINANCING SOURCES</b>					
Transfers In/Positive Sources	\$ 46,535	\$ -	\$ 20,062	\$ -	\$ 54,637
Transfers Out/Negative Sources	(24,820)	-	-	-	-
Proceeds from Debt Issuance	-	17,228,310 <sup>(3)</sup>	-	-	301,788
Other Sources	-	-	-	845,500	-
Total Other Financing Sources (uses)	<u>\$ 21,715</u>	<u>\$ 17,228,310</u>	<u>\$ 20,062</u>	<u>\$ 845,500</u>	<u>\$ 356,425</u>
Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Uses	\$ 858,457	\$ 9,356,880	\$ 4,393,728	\$ 11,536,277	\$ (4,308,971)
Fund Balance (Deficit), July 1	<u>\$ 2,630,051</u>	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,395</u>
Fund Balance (Deficit), June 30	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,394</u>	<u>\$ 24,466,424</u>

<sup>(1)</sup> Fair market value adjustments due to GASB Statement No. 31, which requires cash in the treasury to be reported at fair market value. Fiscal year 2021-22 was the first year in which the District was required to make such an adjustment.

<sup>(2)</sup> Increase primarily from the prepayment of the District's 2012 Certificates of Participation (School Facilities Project).

<sup>(3)</sup> Represents the proceeds from the District's 2021 Certificates of Participation, a portion of which were used to prepay the District's 2012 Certificates of Participation (School Facilities Project).

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

Table 15 below compares the District's General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2022-23 and its General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2023-24.

**Table 15**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of General Fund Budgeted to General Fund Revenues and**  
**Expenditures for Fiscal Years 2022-23 and 2023-24**

	<i>2022-23</i>		<i>2023-24</i>	
	<i>Budget</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual</i>
<b>Revenues</b>				
LCFF Sources	\$ 54,993,017	\$ 55,001,255	\$ 57,629,729	\$ 57,326,597
Federal Revenue	15,439,022	11,827,249	7,337,714	6,370,672
Other State Revenue	20,693,022	21,400,059	11,574,660	15,971,038
Other Local Revenue	4,679,488	5,454,344	4,170,036	3,511,352
Total Revenues	\$ 95,804,549	\$ 93,682,907	\$ 80,712,139	\$ 83,179,659
<b>Expenditures</b>				
Certificated Salaries	\$ 36,810,718	\$ 31,158,490	\$ 29,016,722	\$ 30,644,792
Classified Salaries	15,847,681	13,126,554	14,188,670	15,037,827
Employee Benefits	21,081,969	18,293,255	19,148,418	21,015,507
Books and Supplies	7,360,281	4,538,316	11,139,246	2,916,596
Services and Other Operating Expenditures	20,666,602	12,107,875	25,725,729	15,968,365
Other Outgo	120,000	105,891	--	113,190
Direct Support/Indirect Costs	(153,705)	(151,581)	(201,946)	(179,728)
Capital Outlay	5,715,678	3,347,143	1,974,720	2,101,906
Debt Service				
Principal	271,000	372,736	271,000	190,299
Interest	--	93,451	--	36,301
Total Expenditures	\$ 107,720,224	\$ 82,992,130	\$ 101,262,559	\$ 87,845,055
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (11,915,675)	\$ (10,690,777)	\$ (20,550,420)	\$ (4,665,396)
<b>Other Financing Sources</b>				
Transfers In/Positive Sources	\$ --	\$ --	\$ 29,126	\$ 356,425
Transfers Out/Negative Sources	--	--	--	--
Other Sources	--	845,500	--	--
Total Other Financing Sources and Uses	\$ --	\$ 845,500	\$ 29,126	\$ 356,425
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	\$ (11,915,675)	\$ (11,536,277)	\$ (20,521,294)	\$ (4,308,971)
Fund Balances, July 1	\$ 17,239,117	\$ 17,239,117	\$ 28,775,395	\$ 28,775,395
Fund Balances, June 30	\$ 5,323,442	\$ 28,775,394	\$ 8,254,101	\$ 24,466,424

Source: San Ysidro School District adopted budget for fiscal years 2022-23 and 2023-24; Audited Financial Statements for fiscal years 2022-23 and 2023-24.

Table 16 below sets forth the District's General Fund balance sheet for the 2019-20 through 2023-24 fiscal years.

**Table 16**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of Combined General Fund Balance Sheet**

	<i>Audited</i> <i>2019-20</i>	<i>Audited</i> <i>2020-21</i>	<i>Audited</i> <i>2021-22</i>	<i>Audited</i> <i>2022-23</i>	<i>Audited</i> <i>2023-24</i>
<b>Assets</b>					
Cash and Investments	\$ 3,634,984	\$ 5,548,651	\$ 16,358,087 <sup>(1)</sup>	\$ 25,368,499 <sup>(1)</sup>	\$ 26,819,620 <sup>(1)</sup>
Accounts Receivable	4,489,916	11,355,693	3,334,015	8,119,032	2,664,878
Due from Other Funds	<u>821,344</u>	<u>1,099,484</u>	<u>1,341,994</u>	<u>1,532,949</u>	<u>255,966</u>
Total Assets	\$ 8,946,244	\$ 18,003,828	\$ 21,034,096	\$ 35,020,480	\$ 29,740,464
<b>Liabilities and Fund Equity</b>					
<b>Liabilities</b>					
Accounts Payable	\$ 1,681,996	\$ 2,049,442	\$ 2,638,191	\$ 3,495,596	\$ 3,212,808
Due to Other Funds	3,324,629	1,540,485	38,161	95,682	1,538,132
Unearned Revenue	<u>451,111</u>	<u>1,568,512</u>	<u>1,118,627</u>	<u>2,653,808</u>	<u>523,100</u>
Total Liabilities	\$ 5,457,736	\$ 5,158,439	\$ 3,794,979	\$ 6,245,086	\$ 5,274,040
<b>Fund Balances</b>					
Nonspendable	\$ 68,433	\$ 68,433	\$ 68,433	\$ 88,433	\$ 88,433
Restricted Fund Balances	684,547	9,047,017	12,133,444	25,252,714	21,158,059
Assigned Fund Balances	-	1,445,256	2,973,696	937,357	337,031
Unassigned:	<u>2,735,528</u>	<u>2,284,683</u>	<u>2,063,544</u>	<u>2,496,890</u>	<u>2,882,901</u>
Total Fund Balance	\$ 3,488,508	\$ 12,845,389	\$ 17,239,117	\$ 28,775,394	\$ 24,466,424
Total Liabilities and Fund Balances	<u>\$ 8,946,244</u>	<u>\$ 18,003,828</u>	<u>\$ 21,034,096</u>	<u>\$ 35,020,480</u>	<u>\$ 29,740,464</u>

<sup>(1)</sup> Increase from fiscal year 2020-21 is primarily the result of one-time State and federal Covid-19 pandemic related funds.

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

### District's Recent Financial History and FCMAT Audit

On May 24, 2016, the San Diego County Grand Jury released a report (the "2016 Grand Jury Report") of its investigation into the District's indebtedness. Among other things, the 2016 Grand Jury Report concluded that the District lacked internal fiscal controls and record retention/destruction of document policies, that former District administrators withheld information from the Board on issues related to expenditures and bond obligations and that members of the Board disregarded their fiduciary responsibility to the District's community by improper governance and failing to hold administrators accountable for complying with laws, regulations and Board policies.

On June 8, 2018, the State Financial Crisis and Management Assistance Team ("FCMAT") released a report after it conducted an extraordinary audit of the District's finances (the "2018 Audit"). The 2018 Audit concluded that the District lacked sufficient internal controls to prevent fraud and that it was likely that the District's former Superintendent and former Deputy Superintendent defrauded the District by misappropriating District funds for their own use. The 2018 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

On June 8, 2019, FCMAT released a report after it conducted an extraordinary audit of the District's finances between fiscal year 2012-13 and 2017-18 with an emphasis on contracts and payments to vendors connected to school construction and modernization (the "2019 Audit"). The 2019 Audit concluded that there was sufficient evidence to demonstrate that fraud, misappropriation of funds and/or assets, or other illegal activities may have occurred at the District during the period covered by the 2019 Audit. The 2019 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney

be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

Beginning in May 2020, FCMAT performed a fiscal health risk analysis (the “2020 FCMAT Analysis”) that ran through November 2020 and was based on the District’s fiscal year 2019-20 Second Interim Report. The 2020 FCMAT Analysis indicated that the District is at high risk of insolvency and identified fiscal weaknesses and areas of concern that contribute to the District’s fiscal distress. FCMAT presented the 2020 FCMAT Analysis to the Board on November 12, 2020, identifying seven major areas of concern. During the presentation to the Board, FCMAT noted that several of its areas of concern had been addressed by the District’s fiscal year 2019-20 Third Interim Report and that the District had committed to correct the remaining areas of concern over the next few fiscal years.

The District has taken a number of actions to address the internal, structural and financial issues that it has experienced in recent years. In 2018, the District replaced several members of its senior staff, including its Superintendent, Chief Business Official and Accounting Supervisor, and retained new general counsel. Also, new Board members have been elected to replace prior Board members who were in office when the transactions that were the focus of the 2016 Grand Jury Report and the 2018 Audit and 2019 Audit had occurred. As a result of these actions, all District personnel who were identified in the 2016 Grand Jury Report, the 2018 Audit and the 2019 Audit are no longer affiliated with the District. In addition, the District has been working closely with the San Diego County Office of Education to monitor its financial condition and to prepare its budgets.

In an effort to reverse the declining fund balance in its General Fund that began in fiscal year 2017-18, the Board approved budget reduction plans for fiscal years 2019-20 and 2020-21 on February 21, 2019 and January 23, 2020, respectively, that reduced expenditures by approximately \$5 million in fiscal year 2019-20 and by approximately \$3 million in fiscal year 2020-21. The fiscal year 2020-21 budget reduction plan included hiring freezes and layoffs of both certificated and classified staff, which reduced expenditures by approximately \$2 million and certificated management, classified management and classified confidential employees agreed to take furlough days in fiscal year 2020-21, which helped the District reduce expenditures by an additional \$200,000. The District also adopted a budget reduction plan for fiscal year 2023-24, which reduced expenditures by approximately \$3.0 million, and included savings from a Supplementary Retirement Plan offered to certain employees, a shift in expenditures from the General Fund unrestricted budget to various grant programs, and a possible hiring freeze on vacant positions and layoffs. On January 25, 2024, the District adopted a budget reduction plan for fiscal years 2024-25 and 2025-26 which, if fully implemented, would reduce General Fund expenditures by approximately \$4.3 million. These potential expenditure reductions are reflected in the 2024-25 Second Interim Report. Because of its actions in recent years, the District believes that it has stabilized its finances.

### **Current Financial Condition**

The District’s financial condition is closely linked to the finances of the State and the State’s finances are affected by the health of the State and national economies. In recent years the State has had budget surpluses and funding to K-12 schools has increased, including in the initial years following the onset of the COVID-19 pandemic. However, in the 2024-25 Budget and the Proposed 2025-26 Budget (both as defined below), the State projects that it will operate at a budget deficit for the next several fiscal years. Future budget decisions by the State could have an adverse impact on the District’s financial condition which could be material. See “STATE OF CALIFORNIA FISCAL ISSUES.

Table 17 below contains the difference between the District’s 2024-25 Adopted Budget and the 2024-25 Second Interim Report.

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**Table 17**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of 2024-25 Adopted Budget to 2024-25 Second Interim Report**

	<i>2024-25 Adopted Budget</i>	<i>2024-25 Second Interim Report</i>	<i>Difference Between 2024-25 Budget and 2024-25 Second Interim Report</i>
<b>SOURCES</b>			
State Apportionment Sources	\$ 56,659,868	\$	
Federal Revenue	2,855,080		
Other State Revenue	16,213,281		
Other Local Revenue	<u>2,934,525</u>		
Total Revenues	\$ 78,662,754	\$	
<b>EXPENDITURES</b>			
Certificated Salaries	\$ 28,659,058	\$	
Classified Salaries	12,353,531		
Employee Benefits	19,003,212		
Books and Supplies	2,211,376		
Contracted Services & Operating Expenditures	16,473,186		
Capital Outlay	--		
Other Outgo (excluding Transfers of Indirect Costs)	271,000		
Other Outgo – Transfer of Indirect Costs	<u>(359,150)</u>		
Total Expenditures	\$ 78,612,211	\$	
Excess of Revenues over (Under) Expenditures	\$ 50,543	\$	()
<b>OTHER FINANCING SOURCES</b>			
Transfers In	\$ --	\$	
Transfers Out	<u>--</u>	<u>                    </u>	
Total Other sources (uses)	\$ --	\$	
Net Increase (Decrease) in Fund Balance	\$ 50,543	\$	()
Fund Balance (Deficit), July 1	\$ 24,255,211	\$	
Fund Balance (Deficit), June 30	\$ 24,305,754	\$	

Source: San Ysidro School District 2024-25 Adopted Budget and 2024-25 Second Interim Report.

In the 2024-25 Second Interim Report, the District projects that General Fund expenditures, together with interfund transfers, will exceed revenues in fiscal year 2024-25 by approximately \$\_\_\_ million, but that General Fund revenues, together with interfund transfers, will exceed expenditures in fiscal years 2025-26 and 2026-27 by approximately \$\_\_\_ million and \$\_\_\_ million, respectively. In the aggregate, the District projects in the 2024-25 Second Interim Report that General Fund expenditures, together with interfund transfers, will exceed revenues by approximately \$\_\_\_ million through June 30, 2027 leaving a projected General Fund balance of \$\_\_\_\_\_ as of that date.

[The 2024-25 Second Interim Report assumes that the District’s ADA will decline in each of fiscal years 2025-26 and 2026-27.] An increase in ADA generally increases the District’s funding from the State, and a decrease in ADA generally decreases the District’s funding from the State. If required, the District has a variety of cost-cutting measures that it can implement in order to reduce General Fund expenses in future fiscal years.

State law requires the District to maintain a reserve for economic uncertainty equal to at least 3.00% of General Fund expenditures and other financing uses. The District is also required to demonstrate that available reserves for each of the next two fiscal years will equal or exceed the required amount. [In the 2024-25 Second Interim Report, the District projects a reserve for economic uncertainty of 3.00% as a percentage of expenditures and other financing uses in each of fiscal years 2024-25, 2025-26 and 2026-27.]

Under SB 858 (as defined below), and SB 751 (as defined below), the District’s future reserves may be capped in certain fiscal years. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2” and “STATE OF CALIFORNIA FISCAL ISSUES — General Overview — *School Reserves*.” As the reserve cap provisions of SB 858 and SB 751 are dependent upon State budget actions, the District cannot predict the fiscal years in which the cap may apply.

For several fiscal years prior to fiscal year 2013-14 and in fiscal years 2016-17, 2019-20 and 2020-21, the State deferred the payment of certain revenues due to school districts to the following fiscal year. In accordance with State accounting standards, the District applies a modified accrual method of accounting and, accordingly, Tables 14 through 17 do not reflect any deferral of revenues to future fiscal years.

The District did not issue tax and revenue anticipation notes in fiscal year 2024-25 and does not currently expect to issue tax and revenue anticipation notes in fiscal year 2025-26, although the District is authorized to borrow funds from the County Treasurer and Tax Collector on a short-term basis to the extent required to meet its cash flow needs. See “DISTRICT DEBT STRUCTURE — Short-Term Debt” herein.

## **Revenue Sources**

The District categorizes its General Fund revenues into four sources: (1) state apportionment funding under the LCFF; (2) federal sources; (3) other State sources; and (4) other local sources. Each of these revenue sources is described below.

### **State Apportionment Funding**

For fiscal years 2021-22, 2022-23 and 2023-24, the District received \$49,737,761, \$55,001,255 and 57,326,598 respectively, from LCFF sources, representing approximately 67.9%, 68.2% and 68.1%, respectively, of its General Fund revenues. In its 2024-25 Second Interim Report, the District projects receipt of \$\_\_\_\_\_ from LCFF sources in fiscal year 2024-25, representing approximately \_\_\_% of its budgeted General Fund Revenues for such fiscal year.

## **Federal Revenues**

The federal government provides funding for several District programs to include Title I, Part A (Basic Grants Low-Income and Neglected), Title II, Part A (Supporting Effective Instruction), Title III (Immigrant and English Learner Student Program), Title IV, Part A (Student Support and Academic Enrichment Program), and several federally funded special education programs, programs under the Educational Consolidation and Improvement Act. The federal revenues, all of which are restricted, comprised approximately 13.4%, 13.4% and 7.6% of General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that federal revenues will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other State Sources**

In addition to State apportionment funding discussed above, the District receives other State revenues (“Other State Revenue”). In fiscal years 2021-22, 2022-23 and 2023-24, Other State Revenue equaled approximately 13.8%, 22.9% and 15.8%, respectively, of total General Fund revenues. In its 2024-25 Second Interim Report, the District projects that Other State Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other Local Revenue**

In addition to property taxes, the District receives additional local revenue (“Other Local Revenue”) from items such as the leasing of property owned by the District, interest earnings and local grants. This Other Local Revenue (including tuition and transfers) equaled approximately 4.7%, 5.8% and 8.6% of the total General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that Other Local Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund Revenues for fiscal year 2024-25.

## **Capital Projects Funds**

The District maintains a Capital Facilities Fund, separate and apart from the General Fund, to account for developer fees collected by the District. The District’s developer fees may be utilized for any capital purpose related to growth. Separate and apart from the General Fund, the District also maintains a Building Fund to account for general obligation bond proceeds restricted to capital projects, a Capital Project Fund for Blended Component Units to account for moneys received in connection with the District’s community facilities districts and a Special Reserve Fund for Capital Outlay to act as a reserve for Board of Education designated construction projects.

Collection of developer fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current developer fee is \$3.15 per square foot of habitable space on domestic housing developments. The current developer fee on commercial/industrial developments is \$0.51 per square foot. As of June 30, 2024, there was a balance of approximately \$9.0 million in the Capital Facilities Fund, a balance of approximately \$46.1 million in the Building Fund, a balance of approximately \$6.0 million in the Capital Projects Fund for Blended Component Units and a balance of approximately \$6.4 million in the Special Reserve Fund for Capital Outlay Projects. The amounts in these funds are restricted to pay for capital improvements.



## **DISTRICT DEBT STRUCTURE**

### **Long-Term Debt**

As of June 30, 2024, the District had \$358,242,344 of long-term debt outstanding. No long-term debt has been issued since June 30, 2024.

A schedule of changes in long-term debt for the year ended June 30, 2024 is as follows:

**Table 18**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Long-Term Debt**

	<i>Beginning Balance</i>	<i>Increases</i>	<i>Decreases</i>	<i>Ending Balance</i>	<i>Due Within One Year</i>
<u>Governmental Activities</u>					
General Obligation Bonds	\$ 131,766,068	\$ 49,135,000	\$ 24,221,075	\$ 156,679,993	\$ 8,646,776
Bond Premiums	5,406,888	724,203	830,090	5,300,992	342,142
Accreted Interest	<u>74,382,191</u>	<u>8,841,432</u>	<u>1,996,868</u>	<u>81,226,755</u>	<u>2,283,224</u>
Total GO Bonds	\$ 211,555,147	\$ 58,700,635	\$ 27,048,042	\$ 243,207,740	\$ 11,272,142
 Certificates of Participation	 \$ 34,490,000	 \$ -	 \$ 1,835,000	 \$ 32,655,000	 \$ 1,835,000
COPS Premiums	<u>2,332,463</u>	<u>-</u>	<u>129,915</u>	<u>2,202,548</u>	<u>130,601</u>
Total Certificates of Participation	\$ 36,822,463	\$ -	\$ 1,964,915	\$ 34,857,548	\$ 1,956,601
 Leases Payable	 \$ 45,534	 \$ 301,788	 \$ 68,057	 \$ 279,265	 \$ 51,800
Subscriptions Payable	584,659		288,153	296,506	277,909
Principle Apportionment Plan	1,081,557	-	270,390	811,167	270,390
Total OPEB Liability	16,544,352	-	526,636	16,017,716	-
Net Pension Liability	52,465,884	9,595,670	-	62,061,554	-
Compensated Absences	<u>440,532</u>	<u>270,316</u>	<u>-</u>	<u>710,848</u>	<u>710,848</u>
Total Governmental Activities	\$ 319,540,128	\$ 68,868,409	\$ 30,166,193	\$ 358,242,344	\$ 14,548,690

Source: San Ysidro School District.

Additional information regarding the long-term debt and its scheduled repayment is set forth in Note L to the District's 2023-24 Audited Financial Statements attached as Appendix B hereto.

In 2024, the District created two school facilities improvements districts within its boundaries: School Facilities Improvement District No. 1 ("SFID No. 1") and School Facilities Improvement District No. 2 ("SFID No. 2"). On November 5, 2024, the District's voters within SFID No. 1 approved one general obligation bond measure (Measure MM), in an aggregate principal amount of up to \$12,900,000 million. On November 5, 2024, the District's voters within SFID No. 2 approved two general obligation bond measures (Measure LL) and (Measure KK), in an aggregate principal amount of up to \$66,500,000 million and \$68,500,000 million, respectively. The District can provide no assurance as to when it will issue general obligation bonds under these measures, nor in what amount. Such general obligation bonds, if and when issued, would be secured by and payable solely from *ad valorem* property taxes within each respective school facilities improvement district.

### **Short-Term Debt**

The District currently has no short-term debt outstanding. The District did not issue any tax and revenue anticipation notes in fiscal year 2024-25, and it does not expect to issue any in fiscal year 2025-26. If any tax and revenue anticipation notes are issued, they will be payable from General Fund revenues and other lawfully available funds of the District and must mature in not more than 15 months from their issuance. The District has authorized the borrowing of money from the County Treasury and from certain non-General Fund funds, if needed. See “—DISTRICT FINANCIAL MATTERS – Current Financial Condition.”

### **Direct and Overlapping Debt**

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds, as well as certificates of participation. The direct and overlapping debt of the District as of February 1, 2025 is shown in Table 19 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement.

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The information in the following table has been provided by California Municipal Statistics, Inc. Neither the District nor the Underwriter has independently verified this information and do not guarantee its accuracy.

**Table 19**  
**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT**  
**San Ysidro School District**  
**As of February 1, 2025**

2024-25 Assessed Valuation: \$10,741,273,977

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 2/1/25</u>
Metropolitan Water District	0.264%	\$ 48,074
Southwestern Community College District	13.095	94,177,296
Sweetwater Union High School District	15.519	89,098,846
<b>San Ysidro School District</b>	<b>100.000</b>	<b>134,592,718<sup>(1)</sup></b>
<b>San Ysidro School District Certificates of Participation</b>	<b>100.000</b>	<b>30,820,000<sup>(2)</sup></b>
California Statewide Communities Development Authority 1915 Act Bonds	100.000	13,447,321
City of San Diego 1915 Act Bonds	100.000	2,110,000
Sweetwater Union High School District Community Facilities District No. 8, 9, 10	23.884-100.000	1,391,213
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$ 365,685,468</b>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
San Diego County General Fund Obligations	1.449%	\$ 5,086,932
San Diego County Pension Obligation Bonds	1.449	2,033,961
San Diego County Superintendent of Schools Obligations	1.449	74,261
Sweetwater Union High School District Certificates of Participation	15.519	60,524
City of San Diego General Fund Obligations	2.334	17,695,848
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$ 24,951,526</b>
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		 \$ 4,804,979
 <b>COMBINED TOTAL DEBT</b>		 <b>\$ 395,441,973<sup>(3)</sup></b>

Ratios to 2024-25 Assessed Valuation:

<b>Direct Debt (\$165,412,718).....</b>	<b>1.54%</b>
Total Direct and Overlapping Tax and Assessment Debt.....	3.40%
Combined Total Debt.....	3.68%

Ratio to Redevelopment Incremental Valuation (\$766,936,108):

Total Overlapping Tax Increment Debt.....	0.58%
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- (1) Does not include the 2025 Bonds. Excludes accreted interest on capital appreciation bonds.
- (2) Special taxes levied in Community Facilities Districts No. 1, 2 and 3 of the District are covenanted to support lease payments. The District has covenanted to make lease payments from its general fund to the extent that special tax revenues are not used or insufficient to make debt service payments.
- (3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
- Source: California Municipal Statistics, Inc.

## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

*The principal of and interest on the 2025 Bonds are payable solely from the proceeds of ad valorem taxes levied by the Board of Supervisors of the County for the payment thereof. (See “SECURITY FOR THE 2025 BONDS” herein.) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 1A, 2, 22, 30, 39, 46, 98 and 111 and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the 2025 Bonds. The taxes levied by the County for payment of the 2025 Bonds were approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### Article XIII A

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIII A to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean “the county assessor’s valuation of real property as shown on the 1975/76 tax bill under “full cash value,” or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition. Article XIII A was amended by Proposition 39 to allow an alternative means of seeking voter approval for bonded indebtedness by 55% of the vote for school districts and community college districts. See “—Proposition 39” herein.

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. The District is unable to predict the nature or magnitude of future revenue sources that may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

### Unitary Property

Some amount of property tax revenue of the District may be derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. Such State-assessed unitary and

certain other property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on any utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District.

## **Article XIII B**

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution. In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the state to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (a) if financial responsibility for providing services is transferred to the governmental entity, or (b) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979 on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (a) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (b) the investment of tax revenues and (c) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

As amended in June 1990, the appropriations limit for local governments in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the local government's option, either (i) the percentage change in California per capita personal income, or (ii) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the District over such two-year period above the

combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the appropriations limit are absorbed into the State's allowable limit. The District does not currently have and does not anticipate having "proceeds of taxes" in excess of its appropriations limit.

Article XIIB permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years. Pursuant to statute, if a school district receives any proceeds of taxes in excess of its appropriations limit, it may, by resolution of the governing board, increase its appropriations limit to equal the amount received, provided that the State has sufficient excess appropriations limit in that fiscal year.

### **Articles XIIC and XIID**

On November 5, 1996, California voters approved Proposition 218—Voters Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Among other things, Proposition 218 states that all taxes imposed by local governments shall be deemed to be either "general taxes" (imposed for general governmental purposes) or "special taxes" (imposed for specific purposes); prohibits special purpose government agencies, including school districts, from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Proposition 218 also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on officials of the County to levy a property tax sufficient to pay debt service on the 2025 Bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. See "DISTRICT FINANCIAL MATTERS—Revenue Sources." In the case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIIC. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other

monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges. Article XIID explicitly provides that nothing in Article XIIC or XIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. No developer fees imposed by the District are pledged or expected to be used to make payments with respect to the 2025 Bonds.

The provisions of Article XIIC and XIID may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

#### **Proposition 46**

On June 3, 1986, California voters approved Proposition 46, which provided an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

#### **Proposition 39**

On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness of a school district or community college district by 55% of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55% voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt from the 1% *ad valorem* tax limitation under Section 1(a) of Article XIII A of the Constitution levies to pay bonds approved by the 55% of the voters, subject to the restrictions explained above. The *ad valorem* taxes for payment on the 2025 Bonds fall within the exception described in the preceding sentence.



The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens' oversight committee must be appointed to review the use of the bond funds and inform the public about their proper usage. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Propositions 98 and 111**

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level and the operation of the State's appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) 40.9% of State General Fund revenues (the "first test"), or (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"), or (c) a "third test" which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus 1/2 of 1% is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a "credit" to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor's concurrence, to suspend the K-14 schools' minimum funding formula for a one-year period, and any corresponding reduction in funding for that year will not be paid in subsequent years. However, in determining the funding level for the succeeding year, the formula base for the prior year will be reinstated as if such suspension had not taken place. In certain fiscal years, the State Legislature and the Governor have utilized this provision to avoid having the full Proposition 98 funding paid to support K-14 schools.

Proposition 98 also changes how tax revenues in excess of the State Appropriations Limit are distributed. "Excess" tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50% of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of State General Fund revenues to be allocated to K-14 districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, some fiscal observers expect Proposition 98 to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State ability to fund such other programs by raising taxes.

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimums under the first test and the second test described above are dependent on State General Fund revenues. In several recent fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years' estimated Proposition 98 minimums.

### **Proposition 1A and Proposition 22**

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Many of the provisions of Proposition 1A have been superseded by Proposition 22 enacted in November 2010.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's General Fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the longer-term effect of Proposition 22, according to the LAO's analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding California Assembly Bill x1 26 to be constitutional and California Assembly Bill x1 27 to be unconstitutional. As a result, all redevelopment agencies in California were dissolved on February 1, 2012, and the property tax revenue which previously flowed to the redevelopment agencies is now instead going to other local governments, including school districts. It is likely that the dissolution of redevelopment agencies has mooted the effects of Proposition 22.

## **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The California Children’s Education and Health Care Protection Act of 2016 (also known as “Proposition 55”) is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030. Proposition 55 did not extend the temporary State Sales and Use Tax rate increase enacted under Proposition 30, which expired as of January 1, 2017.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for K-14 school districts. See “—Propositions 98 and 111” herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

## **Proposition 2**

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State General Fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State General Fund revenues that are allocable to capital gains taxes exceed 8% of total estimated General Fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State General Fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15 year period ending with fiscal year 2029-30, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers the BSA, nor does the Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State General Fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living.

### **California Senate Bill 222**

On July 13, 2015, the Governor signed Senate Bill 222 (“SB 222”) into law, effective January 1, 2016. SB 222 was introduced on February 12, 2015, initially to amend Section 15251 of the California Education Code to clarify the process of lien perfection for general obligation bonds issued by or on behalf of California school and community college districts. Subsequently, on April 15, 2015, SB 222 was amended to include an addition to the California Government Code to similarly clarify the process of lien perfection for general obligation bonds issued by cities, counties, authorities and special districts, including the District.

SB 222, applicable to general obligations bonds issued after its effective date, will remove the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a “statutory” lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk

of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

### **Proposition 19**

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“Proposition 19”), which amends Article XIII A to: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on District revenues or the assessed valuation of real property in the District.

### **Proposition 2 (2024)**

The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair and Safety Bond Act of 2024 (also known as Proposition 2 and referred to herein as “Proposition 2 (2024)”) was a ballot measure that was approved by State voters on November 5, 2024. Proposition 2 (2024) authorizes the sale and issuance of \$10 billion in State general obligation bonds for the repair, upgrade and construction of facilities at K-12 public schools, community colleges and career technical education programs, including the development of health and safety conditions.

Proposition 2 (2024) includes \$3.3 billion for the new construction of K-12 facilities and an additional \$4 billion for the modernization of existing K-12 facilities. Up to \$10 million of the allocation for new constructions will be reserved for small school districts with an enrollment of fewer than 2,501 students. Of the \$4 billion assigned for modernization of existing K-12 facilities, up to \$115 million will be allocated for the repairment of lead in water at school facilities. Generally, K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. However, some districts that have lower assessed property values and meet certain other socio-economic criteria will be required to pay as low as 45% and 35% of new construction costs and modernization costs, respectively. In addition, a total of \$1.2 billion will be available for the modernization and new construction of charter school facilities (\$600 million) and technical education facilities (\$600 million). The State will award funds to technical education and charter school through an application process, and charter schools must be deemed financially sound before project approval.

The District makes no representation or guarantees that it will pursue or qualify for Proposition 2 (2024) State facilities funding.

### **Jarvis v. Connell**

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District expected to be received from the State. To the extent the holding in such case would apply to State payments reflected in the District’s budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the

limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Future Initiatives and Propositions**

Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Propositions 22, 26, 30, 39, 46, 98, 111 and 1A were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or such districts' ability to expend revenues.

There can be no assurance that the California electorate will not at some future time adopt other initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State of California resulting in a reduction of amounts legally available to the District.

### **STATE OF CALIFORNIA FISCAL ISSUES**

*The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information.*

#### **General Overview**

***Financial Stress on State Budget.*** For the first several fiscal years after the onset of the COVID-19 pandemic the State experienced a series of budget surpluses; however, in the 2024-25 State Budget and the 2025-26 Proposed Budget (both as defined below), the State projects that it will operate at a deficit for the next several fiscal years. According to the State, there remain a number of other major risks and pressures that threaten the State's financial condition, including potential changes to federal fiscal policies and large unfunded liabilities for PERS and STRS, rising health care costs and trade policy. The State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. The District is unable to predict the degree to which factors will materially adversely affect the financial condition of the State.

***Cash Management by State and Impact on Schools.*** To conserve cash in light of declining revenues resulting from the last recession, the State enacted several statutes deferring the payment of amounts owed to public schools, until a later date in the current, or in a subsequent, fiscal year. This technique was used in all of the State's budget bills from fiscal year 2008-09 through fiscal year 2012-13. Some of these statutory deferrals were made permanent, and others were implemented only for one fiscal year. These deferrals reduced amounts paid to K-12 districts and resulted in deferred payments that at one point totaled more than \$10 billion. These deferrals also created cash flow shortages for certain K-12 districts which required an increased level of cash flow borrowings. In fiscal years 2013-14 and 2014-15, the State repaid the majority of these deferrals and the remaining \$992 million was repaid in fiscal year 2015-16. The State included LCFF apportionment deferrals in its budget for fiscal year 2020-21 but repaid these deferrals in fiscal year 2021-22. The 2024-25 State Budget includes LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 and from fiscal year 2024-25 to fiscal year 2025-26. See "—2024-25 State Budget."

***School Reserves*** – Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an ADA of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the

county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

The District, which has an ADA of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its General Fund expenditures and other financing uses.

Senate Bill 751 (“SB 751”), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total General Fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions community funded districts and small school districts having fewer than 2,501 units of average daily attendance.

The Series A Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the State Constitution and other State law. Accordingly, the District does not expect SB 858 or SB 751 to adversely affect its ability to pay the principal of and interest on the 2025 Bonds as and when due.

## 2024-25 State Budget

On June 26, 2024, the Governor signed the State budget for fiscal year 2024-25 (the “2024-25 State Budget”). The following information is drawn from the DOF summary of the 2024-25 State Budget.

The 2024-25 State Budget reports that, emerging from the COVID-19 pandemic, the State has experienced significant revenue volatility occasioned by unprecedented revenue growth that was quickly followed by a sharp correction back towards historical trends, as well as federal and state income tax deadline delays which significantly clouded the State’s revenue forecast. The 2024-25 State Budget estimates that the State is facing a budget shortfall in fiscal year 2024-25 of approximately \$46.8 billion. The 2024-25 State Budget solves the projected deficit through a mix of broad-based measures, including:

- *Reductions* – \$16 billion of reductions to various State programs and operations, including (i) a reduction to State operations of approximately 7.95% beginning in fiscal year 2024-25 to nearly all department budgets, (ii) a permanent reduction of \$1.5 billion by reducing departmental budgets for vacant positions, (iii) an additional reduction of \$358 million (for a total of \$750 million) to the Department of Corrections and Rehabilitation in fiscal years 2022-23 through 2024-25, and (iv) various one-time and ongoing reductions to State programs, including the California Student Housing Loan Program, the Learning-Aligned Employment Program, the Middle Class Scholarship Program, affordable housing programs, healthcare workforce programs and State and local public health efforts.
- *Revenue and Internal Borrowing* – \$13.6 billion in additional revenue sources and internal borrowings from special funds, including (i) suspension of the Net Operating Loss tax deduction for companies with over \$1 million in taxable income and limits on business tax credits to \$5 million in fiscal years 2024-25 through 2026-27, and (ii) an increase to the managed care organization tax of \$5.1 billion in fiscal year 2024-25, \$4.6 billion in fiscal year 2025-26 and \$4.0 million in fiscal year 2026-27.
- *Reserves* – The 2024-25 State Budget withdraws \$12.2 billion from the BSA over the next two fiscal years (\$5.1 billion in fiscal year 2024-25 and \$7.1 billion in fiscal year 2025-26), and \$900 million from the Safety Net Reserve in fiscal year 2024-25. The 2024-25 State Budget

also withdraws the full balance in the PSSSA (\$5.3 billion) to support LCFF costs in fiscal year 2023-24. The 2024-25 State Budget also authorizes a discretionary payment to the PSSSA in fiscal year 2024-25 of \$1.1 billion. As a result, school reserve caps are not projected to be triggered in fiscal year 2024-25 and 2025-26. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

- *Fund Shifts* – The 2024-25 State Budget shifts \$6.0 billion of expenditures from the State general fund to other funds, including (i) applying a prior CalPERS supplemental pension payment to the State’s overall pension liability, reducing required employer contributions in fiscal year 2024-25 by \$1.7 billion, and (ii) \$3.9 billion from the State general fund to the Greenhouse Gas Reduction Fund to support the Transit and Intercity Rail Capital Program as well as clean energy and other climate programs.
- *Delays and Pauses* – \$3.1 billion of delays to avoid increases in future obligations and potential shortfalls, including (i) delaying for two years the expansion of the California Food Assistance Program, (ii) delaying for two years the implementation of increased pay to providers of assistance to individuals with developmental disabilities, (iii) delaying for two years the expansion of child care slots, and (iv) delaying funding to the Broadband Last Mile program, which provides funding for projects that increase internet access in low income communities, to fiscal year 2027-28.
- *Deferrals* – \$2.1 billion of deferrals in certain State payments, including (i) a deferral of \$3.2 billion (including \$1.6 billion from the State general fund) for one month of State employees’ payroll costs, and (ii) a multi-year deferral of \$524 million for the University of California/California State University compact which advances several shared student goals. The 2024-25 State Budget also authorizes LCFF apportionment deferrals of \$246 million from 2024-25 to 2025-26 (as further described herein).

For fiscal year 2023-24, the 2024-25 State Budget projects total general fund revenues and transfers of \$189.4 billion and authorizes expenditures of \$223.1 billion. The State is projected to end the 2023-24 fiscal year with total reserves of \$26.4 billion, including \$22.6 billion in the BSA, \$2.9 billion in the traditional general fund reserve, and \$900 million in the Safety Net Reserve Fund. The 2024-25 State Budget also authorizes the withdrawal of the full amount on deposit in the PSSSA, leaving a zero balance. For fiscal year 2024-25, the 2024-25 State Budget projects total general fund revenues and transfers of \$212.1 billion and authorizes expenditures of \$211.5 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$22.2 billion, including \$3.5 billion in the traditional general fund reserve, \$17.6 billion in the BSA and \$1.1 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The 2024-25 State Budget sets total funding for all K-12 education programs at \$133.8 billion, including \$81.5 billion from the State general fund and \$52.3 billion from other sources. The minimum funding guarantee in fiscal year 2024-25 is set at \$115.3 billion. The 2024-25 State Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2022-23 and 2023-24, setting them at \$103.7 billion and \$98.5 billion, respectively. The 2024-25 State Budget suspends the minimum funding guarantee in fiscal year 2023-24, creating a maintenance factor obligation of approximately \$8.3 billion in fiscal year 2023-24, and is projected to create a maintenance factor obligation of approximately \$4.1 billion in fiscal year 2024-25, which will be paid in addition to the guarantee for fiscal year 2024-25. The 2024-25 State Budget projects Test 1 of the guarantee to be in effect in fiscal year 2024-25. To accommodate enrollment increases related to the expansion of Transitional Kindergarten, the 2024-25 State Budget rebenchs the Test 1 percentage, from approximately 38.6% to 39.2%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.



Other significant features relating to K-12 education funding include the following:

- *LCFF* – The 2024-25 State Budget includes an LCFF COLA of 1.07%. When combined with population growth adjustments, this would result in an increase of roughly \$983 million in discretionary funds for local educational agencies, as compared to the level set in the prior State budget. To fully fund the LCFF, the 2024-25 State Budget authorizes the withdrawal of the full balance in the PSSSA to support ongoing LCFF costs in fiscal year 2023-24, and uses available reappropriation and reversion funding totaling \$253.9 million to support ongoing LCFF costs in 2024-25. The 2024-25 State Budget also provides \$89.2 million in ongoing Proposition 98 funding to reflect a 1.07% COLA for specified categorical programs.
- *Deferrals* – The 2024-25 State Budget reflects LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 of approximately \$3.6 billion, and from fiscal year 2024-25 to fiscal year 2025-26 of approximately \$246 million. Additionally, the 2024-25 State Budget reflects approximately \$2.3 billion in categorical program deferrals from fiscal year 2022-23 to fiscal year 2023-24, with the deferral amount being repaid using funds on deposit in the PSSSA.
- *Teacher Preparation and Professional Development* – \$25 million in one-time Proposition 98 funding to support training for educators to administer literacy screenings. The 2024-25 State Budget also provides \$20 million in one-time Proposition 98 funding for county offices of education to develop and provide training for mathematics coaches and leaders to support the delivery of high-quality math instruction.
- *Transitional Kindergarten* – \$988.7 million in Proposition 98 funding to support the second year (the 2023-24 school year) of expanded eligibility for TK, shifting age eligibility from all children turning five years old between September 2 and February 2 to all children turning such age between September 2 to April 2 (approximately 36,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$390.2 million in Proposition 98 funding to support one additional certificated or classified staff person for every TK class. Additionally, the 2024-25 State Budget provides \$1.5 billion in ongoing Proposition 98 funding to support the third year (the 2024-25 school year) of expanded eligibility for TK, shifting age eligibility for all children turning five years old between September 2 and April 2 to all children turning such age between September 2 and June 2 (approximately 38,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$515.5 million in ongoing Proposition 98 funding to support one additional certificated or classified staff person for every TK class.
- *Facilities* – The 2024-25 State Budget delays \$550 million of funds approved as part of previous State budgets to support the construction of new school facilities or the retrofit of existing facilities for the purpose of providing TK, full-day kindergarten or preschool classrooms. The 2024-25 State Budget also forgoes a previously planned investment of \$875 million in the State School Facilities Program.
- *Home-to-School Transportation* – The 2024-25 State Budget eliminates \$500 million in previously planned one-time Proposition 98 funding to support the greening of school bus fleets.
- *Nutrition* – An increase of \$179.4 million in ongoing Proposition 98 funding, and an additional \$120.8 million in one-time Proposition 98 funding, to fully fund the universal school meals program in 2023-24 and 2024-25.

- *Employee Assistance* – \$9 million in one-time Proposition 98 funding to provide supplemental pay for classified school staff during intersessional months when they are not employed.
- *Instruction* – \$907.1 million to support Proposition 28, the Arts and Music in Schools Funding Guarantee and Accountability Act, in fiscal year 2024-25. The 2024-25 State Budget also provides \$7 million in one-time Proposition funding to support inquiry-based science instruction and assessment through the development of a bank of curriculum-embedded performance tasks. Finally, the 2024-25 State Budget provides \$5 million in one-time Proposition 98 funding to support the California Teachers Collaborative for Holocaust and Genocide Education.
- *After School Programs* - \$5 million in one-time State general fund support for after school programs in rural school districts.
- *Technology Support* – \$3.4 million, of which \$380,000 is ongoing, to support the replacement of critical computer servers, maintain warranty coverage for network infrastructure and refresh laptops, tablets and workstations for students and staff at State special schools and diagnostic centers. The 2024-25 State Budget also provides \$3.2 million in ongoing Proposition 98 funding to support the K-12 High Speed Network program.

For additional information regarding the 2024-25 State Budget, see the DOF and LAO websites at [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

### **Proposed 2025-26 State Budget**

On January 10, 2025, the Governor released the proposed State budget for fiscal year 2025-26 (the “Proposed 2025-26 Budget”). The following is drawn from the DOF and LAO summaries of the Proposed 2025-26 Budget.

The Proposed 2025-26 Budget reports that the State begins 2025 in a stronger fiscal position than it has in recent years. The State experienced significant budget shortfalls in recent years due to the combination of extreme revenue volatility and an unprecedented federal tax filing delay. The economy performed better than projected in the 2024-25 Budget leading to an upgrade to the forecast in the near term and modest upward revisions in the long term. The stronger-than-anticipated performance of the economy, stock market, and cash receipts, combined with an improved economic outlook, have all contributed to the upgraded revenue forecast, with general fund revenues before accounting to transfers and tax policy proposals projected to be higher by approximately \$16.5 billion (or \$9 billion, as calculated by the LAO) in the three-year budget window. The Proposed 2025-26 Budget recognizes several risk factors that could affect the economy and State revenues, including stock market and asset price volatility and declines, as well as geopolitical instability. Although the Proposed 2025-26 Budget anticipates shortfalls in subsequent fiscal years that are driven by expenditures exceeding revenues, additional decisions may be necessary at the May revision to maintain a balanced budget, not only in the coming year, but also on an ongoing basis.

The 2024-25 State Budget assumed withdrawals from the BSA of approximately \$5.1 billion in 2024-25 and \$7.1 billion in 2025-26 in order to provide for a balanced budget. The Proposed 2025-26 Budget maintains the \$7.1 billion withdrawal from the BSA for 2025-26. In order to address revenue volatility and increase budget resiliency, the Proposed 2025-26 Budget proposes statutory changes to allow the State to save even more during economic upswings. Under current law, a deposit to the BSA is counted as an expenditure and is therefore not exempt from Proposition 4’s State Appropriations Limit. The Proposed 2025-26 Budget proposes to increase the mandatory deposit level in the BSA from the current 10 percent to 20 percent of general fund revenues and exempt deposits into the BSA from the State Appropriations limit. The increased reserves

would allow the State to weather future revenue volatility and avoid needing to make reductions, deferrals and funding delays during revenue downswings or other emergencies.

For fiscal year 2024-25, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$222.5 billion and authorizes expenditures of \$232.1 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$27.4 billion, including \$18.0 billion in the BSA, \$8.3 billion in traditional general fund reserves and \$1.2 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance. For fiscal year 2025-26, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$225.1 billion and authorizes expenditures of \$228.9 billion. The State is projected to end the 2025-26 fiscal year with total reserves of \$16.9 billion, including \$4.5 billion in the traditional general fund reserve, \$10.9 billion in the BSA and \$1.5 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The Proposed 2025-26 Budget sets total funding for all TK-12 education programs at \$137.1 billion, including \$83.3 billion from the State general fund and \$53.8 billion from other sources. TK-12 per-pupil funding totals \$24,764, including \$18,918 from Proposition 98 sources. The minimum funding guarantee in fiscal year 2025-26 is set at \$118.9 billion. The Proposed 2025-26 Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2023-24 and 2024-25, setting them at \$98.5 billion and \$119.2 billion, respectively. The revisions to the minimum funding guarantee represent an increase of approximately \$7.5 billion of the three-year period relative to the 2024-25 State Budget. Due to the inherent risk in revenue projections, the Proposed 2025-26 Budget appropriates \$117.6 billion, instead of the currently calculated level of \$119.2 billion in 2024-25 in order to mitigate the risk of potentially appropriating more resources to the minimum funding guarantee than are available in the final calculation for 2024-25. Potential adjustments will be evaluated at the May Revision for fiscal year 2024-25 and will not be final until the certification of the fiscal year 2024-25 minimum funding guarantee. The Proposed 2025-26 Budget projects Test 1 of the guarantee to be in effect in for fiscal years 2024-25 and 2025-26. To accommodate enrollment increases related to the expansion of Universal Transitional Kindergarten (further described below), the Proposed 2025-26 State Budget rebenchs the Test 1 percentage, from approximately 39.2% to 39.6%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.

Other significant features relating to TK-12 education funding include the following:

- *LCFF* – The Proposed 2024-25 Budget includes an LCFF COLA of 2.43%. When combined with population growth adjustments, this would result in an increase of roughly \$2.5 billion in discretionary funds for local educational agencies. Budgetary deferrals of \$246.6 million are fully repaid in 2025-26. To fully fund the LCFF and maintain the level of past year principal apportionments, the Proposed 2025-26 Budget uses available reappropriation and reversion funding totaling \$25.9 million to support ongoing LCFF costs in fiscal year 2023-24 and deferring LCFF funding totaling \$35.1 million from fiscal year 2023-24 to fiscal year 2024-25. This one-time deferral is fully repaid in fiscal year 2024-25. The Proposed 2025-26 Budget provides a revised fiscal year 2024-25 mandatory payment of roughly a \$1.2 billion into the PSSSA and a \$376 million mandatory payment into the PSSSA for fiscal year 2025-26, which provides a revised \$1.5 billion balance in the PSSSA at the end of fiscal year 2025-26. The Proposed 2025-26 Budget also provides \$204 million in ongoing Proposition 98 funding to reflect a 2.43% COLA for specific categorical programs and the LCFF Equity Multiplier. Finally, the Proposed 2025-26 Budget reflects \$12.2 million in ongoing Proposition 98 funding to reflect ADA changes applicable to county offices of education LCFF, and a 2.43% COLA.
- *Universal Transitional Kindergarten* – \$2.4 billion in ongoing Proposition 98 funding to support the full implementation of universal transitional kindergarten so that all children who turn 4 years old by September 1 of the school year can enroll (providing access to roughly 60,000 additional children). The Proposed 2025-26 Budget also provides an additional \$1.5 billion in ongoing Proposition 98 funding to support further lowering the average student-to-

adult ratio from 12:1 to 10:1 in every transitional kindergarten classroom, and \$10 million in one-time Proposition 98 funding for statewide use of English language proficiency screeners to support multilingual learnings in transitional kindergarten.

- *Before School, After School and Summer School* – \$435 million in additional ongoing Proposition 98 funding to cover the costs of increasing the number of TK-6 grade local educational agencies that offer universal access to students, from those with an unduplicated pupil percentage of 75 percent to those with 55 percent unduplicated students as part of the full implementation of the Expanded Learning Opportunities Program, which increases the total ongoing funding for the program to \$4.4 billion.
- *Literacy Instruction* – The Proposed 2025-26 Budget provides one-time Proposition 98 funding of \$500 million for TK-12 literacy and mathematics coaches and \$40 million to support necessary costs, including purchasing screening materials and training for educators, to administer literacy examinations. The one-time funds augment funds provided in previous budgets in support of implementing the State’s English Language Arts/English Language (“ELA/ELD”) Framework. The Proposed 2025-26 Budget also provides \$5 million annually through 2029-30 to launch a Literacy Network within the State System of Support and directs the Quality Commission to initiate follow-up adoption for instructional materials and to develop a curriculum guide and resources in personal finance.
- *Teacher Preparation and Professional Development* – \$150 million in one-time Proposition 98 funding to provide financial assistance for teacher candidates through the new Teacher Recruitment Incentive Program to address staffing shortages. The Proposed 2025-26 Budget also provides an additional \$100 million in one-time Proposition 98 funding to extend the timeline of the existing National Board Certification Program to support National Board Certified teachers to teach and mentor other instructional staff in high poverty schools.
- *Student Support and Professional Development Discretionary Block Grant* – \$1.8 billion in one-time Proposition 98 funds for a discretionary block grant. The funds will provide local educational agencies with additional fiscal support to address rising costs, as well as fund statewide priorities including: (i) professional development for teachers ELA/ELD Framework and the Literacy Roadmap; (ii) professional development for teachers on the Mathematics Framework; (iii) teacher recruitment and retention strategies; and (iv) career pathways and dual enrollment expansion efforts.
- *Learning Recovery Emergency Block Grant* – \$378.6 million one-time Proposition 98 funding to support the Learning Recovery Emergency Block Grant, which supports local educational agencies in establishing learning recovery initiatives through the 2027-28 school year.
- *Nutrition* – An increase of \$106.3 million in ongoing Proposition 98 funding to fully fund the universal school meals program in fiscal year 2025-26.
- *Kitchen Infrastructure and Training* – \$150 million in one-time Proposition 98 funding for specialized kitchen equipment, infrastructure, and training to support schools in providing more freshly prepared meals made with locally grown ingredients.
- *Local Property Tax Adjustments* – \$150 million in one-time Proposition 98 funding for school districts and county offices of education in fiscal year 2024-25, and a decrease of \$1.5 billion ongoing Proposition 98 funding for school districts and county offices of education in fiscal year 2025-26, resulting from increased offsetting property taxes.

- *TK-12 High Speed Network Support* – \$5 million in one-time State general fund support for after school programs in rural school districts.

For additional information regarding the Proposed 2025-26 Budget, see the DOF and LAO websites [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

## **Future Actions and Events**

The District cannot predict what additional actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. A resurgence of the COVID-19 pandemic, or the outbreak of a new pandemic, could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District. However, the obligation to levy *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Series A Bonds would not be impaired by the events described above.

## **LEGAL MATTERS**

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations.

In the opinion of Bond Counsel, the difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such 2025 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable 2025 Bond. The amount of original issue discount that accrues to the Beneficial Owner of a 2025 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the 2025 Bonds (including any original issue discount) is based upon certain representations of fact

and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that interest on the 2025 Bonds (including any original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the 2025 Bonds (including any original issue discount) to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a 2025 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2025 Bond to the Beneficial Owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of Bond issues, including both random and targeted audits. It is possible that the 2025 Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2025 Bonds might be affected as a result of such an audit of the 2025 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2025 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the 2025 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE 2025 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2025 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2025 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE 2025 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2025 BONDS.

Bond Counsel's opinion may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Bond Resolution and the Tax Certificate relating to each series of 2025 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to any 2025 Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel will render an opinion that interest on the 2025 Bonds (including any original issue discount) is excluded from gross income for federal income tax purposes provided that the District

continues to comply with certain requirements of the Code, the accrual or receipt of interest on the 2025 Bonds (including any original issue discount) may otherwise affect the tax liability of the recipient. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the 2025 Bonds.

A copy of the proposed form of the opinions of Bond Counsel with respect to the Measure U 2025 Bonds, the Measure T 2025 Bonds and the Refunding Bonds is set forth in Appendix A-1, Appendix A-2 and Appendix A-3 hereto, respectively.

### **Legality for Investment in California**

Under provisions of the California Financial Code, the 2025 Bonds are legal investments for commercial banks in California to the extent that the 2025 Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

### **No Litigation**

No litigation is pending or threatened concerning the validity of the 2025 Bonds, and a certificate to that effect will be furnished by the District at the time of the issuance and delivery of the 2025 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the 2025 Bonds.

### **Verification**

Prior to the delivery of the Refunding Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to them by the Underwriter (defined herein) relating to the adequacy of the moneys in the Escrow Fund to pay the amount due on the Refunded Bonds on the Redemption Date.

## **CONTINUING DISCLOSURE**

In connection with the issuance of the 2025 Bonds, the District will covenant for the benefit of bondholders (including Beneficial Owners of the 2025 Bonds) to provide certain financial information and operating data relating to the District (the "Annual Reports") by not later than the March 31 following the end of the District's fiscal year (which currently ends June 30), commencing with the report for fiscal year [2024-25], and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of enumerated events will be filed by the District in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12(b)(5), as amended (the "Rule"). The specific nature of the information to be contained in the Annual Reports and the notices of enumerated events is included in Appendix C—"FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. These covenants are being made in order to assist the Underwriter in complying with the Rule.

A review of the District's compliance with its previous continuing disclosure undertakings was conducted in \_\_\_\_\_, 2025. The review found that, within the past five years, [the District had failed to comply with certain of its undertakings by failing to file a notice of defeasance and failing to timely file a notice of a change to the District's underlying rating.] [UPDATE] The District has also engaged the services of a third party dissemination agent to assist in complying with its continuing disclosure undertakings going forward.

## MISCELLANEOUS

### Ratings

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, has assigned the insured rating of "AA" (stable outlook) to the 2025 Bonds based on the issuance and delivery of the Policy by the Insurer at the time of issuance of the 2025 Bonds. See "BOND INSURANCE." In addition, Moody's Investor Services, Inc. has assigned the underlying rating of "\_\_\_" to the 2025 Bonds, irrespective of the delivery of the Policy. The ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from such organizations. Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that either rating for the 2025 Bonds will continue for any given period of time or that either of such ratings will not be revised downward or withdrawn entirely by a rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the 2025 Bonds.

### Underwriting

The Measure U 2025 Bonds are being purchased by Barclays Capital Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Measure U 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure U 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure U 2025 Bonds provides that the Underwriter will purchase all of the Measure U 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure U 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Measure T 2025 Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Measure T 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure T 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure T 2025 Bonds provides that the Underwriter will purchase all of the Measure T 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure T 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Refunding Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Refunding Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Refunding Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Refunding Bonds provides that the Underwriter will purchase all of the Refunding Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Refunding Bonds to certain dealers and others at yields higher than the



offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

### **Audited Financial Statements**

The District's audited financial statements for fiscal year 2023-24 included in Appendix B of this Official Statement have been audited by Wilkinson Hadley King & Co. LLP (the "Auditor"), as stated in their report in Appendix B. Attention is called to the scope limitation described in the Auditor's report accompanying the financial statements. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2023-24 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated February 25, 2025. See Appendix B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" herein.

### **Financial Interests**

The fees being paid to the Underwriter, Underwriter's Counsel, the District's Municipal Advisor and Bond Counsel and Disclosure Counsel are contingent upon the issuance and delivery of the 2025 Bonds. From time to time, Bond Counsel represents the Underwriter on matters unrelated to the 2025 Bonds.

### **ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to purchasers of the 2025 Bonds. Quotations from and summaries and explanations of the 2025 Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The Underwriter of the 2025 Bonds has received a variety of District reports. These reports include audits and budgets. Any 2025 Bond Owner may obtain copies of such reports, as available, from the District at 4350 Otay Mesa Road, San Ysidro, California 92173. The District may impose a charge for copying, mailing and handling.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners or Beneficial Owners of any of the 2025 Bonds.

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

### **SAN YSIDRO SCHOOL DISTRICT**

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

## APPENDIX A-1

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE U 2025 BONDS

*On the date of issuance of the Measure U 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure U 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure U)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,

## APPENDIX A-2

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE T 2025 BONDS

*On the date of issuance of the Measure T 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure T 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure T)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,

## APPENDIX A-3

### FORM OF OPINION OF BOND COUNSEL FOR REFUNDING BONDS

*On the date of issuance of the Refunding Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Refunding Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
2025 General Obligation Refunding Bonds, Series A

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the "District") taken in connection with the authorization and issuance of the District's 2025 General Obligation Refunding Bonds, Series A, in the aggregate principal amount of \$\_\_\_\_\_ (the "2025 Bonds"), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the "County"), the District, U.S. Bank Trust Company, National Association, the initial purchaser of the 2025 Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The 2025 Bonds have been issued by the District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the "Bond Resolution").

The 2025 Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The 2025 Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The 2025 Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The 2025 Bonds have been duly and validly authorized and constitute the legal, valid and binding obligations of the District enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The 2025 Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization,



fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The 2025 Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the 2025 Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2025 Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a 2025 Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a 2025 Bond owner will increase the 2025 Bond owner's basis in the applicable 2025 Bond.

(7) The amount by which a 2025 Bond owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a 2025 Bond owner realizing a taxable gain when a 2025 Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable 2025 Bond premium.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the 2025 Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the 2025 Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the 2025 Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any 2025 Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth LLP.

It is possible that subsequent to the issuance of the 2025 Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the 2025 Bonds or the market value of the 2025 Bonds. No assurance can be given that subsequent to the issuance of the 2025 Bonds such changes or interpretations will not occur.

The opinions expressed herein and the exclusion of interest on the 2025 Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the 2025 Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the 2025 Bonds or other offering material relating to the 2025 Bonds and expressly disclaim any duty to advise the owners of the 2025 Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

**APPENDIX B**  
**DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated \_\_\_\_\_, 2025, is executed and delivered by the San Ysidro School District (the “Issuer”) in connection with the issuance of its: (i) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure U), (ii) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure T), and (iii) \$\_\_\_\_\_ 2025 General Obligation Refunding Bonds, Series A (collectively, the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Resolutions”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

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

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

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

“Disclosure Representative” shall mean either of the Superintendent or the Chief Business Official, of the Issuer, or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

“Dissemination Agent” shall mean, initially, Dale Scott & Company, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designed in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Official Statement” shall mean the Official Statement for the Bonds dated \_\_\_\_\_, 2025.

“Participating Underwriter” shall mean Barclays Capital Inc., as the original underwriter of the Bonds.

“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 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than the March 31 after the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending

June 30, [2025], provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is other than the Issuer, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to the MSRB, in the form required by the MSRB, stating that the Annual Report has not been filed and, if known, the anticipated date for its filing.

(d) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) (i) The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended; (ii) the most recently adopted budget of the Issuer and, if required to be prepared and filed, the First Interim Report for the current fiscal year; (iii) an update of the information contained in Tables [1A and 4 contained under the heading "TAX BASE FOR REPAYMENT OF THE 2025 BONDS"] in the Official Statement for the Bonds; and (iv) notice of any amendment to either or both of the Resolutions that occurred in the most recent fiscal year. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units

by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;
- (8) ratings changes;
- (9) bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) unless described in Section 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (3) appointment of a successor or additional trustee or the change of the name of a trustee;
- (4) nonpayment related defaults;
- (5) modifications to the rights of Owners of the Bonds;
- (6) bond calls;
- (7) release, substitution or sale of property securing repayment of the Bonds; and
- (8) incurrence of a financial obligation of the obligated person, or agreement to covenant, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect Owners of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the EMMA. Notwithstanding the foregoing, notice of Listed Event described in Section 5(b)(6) need not be given under Sections 5(d) or (f) any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Resolutions.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

(h) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee

of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Dale Scott & Company, Inc. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Paying Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent (if other than the Issuer) an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Bonds, upon obtaining consent of Owners at least 25% in aggregate principal of the Bonds then outstanding; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this



Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond Owner's, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Superintendent  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, California 92173

SAN YSIDRO SCHOOL DISTRICT

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

## APPENDIX D

### INFORMATION CONCERNING THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO

*The following information concerning the City of San Diego (the “City”) and the County of San Diego (the “County”) is presented as general background data. The 2025 Bonds are not an obligation of the City, the County, the State of California or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor. The 2025 Bonds are payable solely from the sources described in the Official Statement. Certain information provided in this Appendix D predates the COVID-19 pandemic and such information for more recent fiscal years and calendar years which is not yet available may be materially different from prior years*

#### Population

The following table provides a comparison of population growth for the City and the County between 2020 and 2024.

**TABLE NO. D-1**  
**POPULATION**  
**2020 - 2024**

<i>Year (January 1)</i>	<i>San Diego</i>	<i>San Diego County</i>
2020	1,421,462	3,331,279
2021	1,377,960	3,286,880
2022	1,375,687	3,278,730
2023	1,383,623	3,290,423
2024	1,385,379	3,291,101

Source: State of California, Department of Finance, CA; E-4 Population Estimates for Cities, Counties and the State, 2011-2020, with 2010 Benchmark, Sacramento, CA for 2020; E-4 Population Estimates for Cities, Counties and the State, 2020-2023, with 2020 Benchmark, Sacramento, CA for 2021-2024.

## Employment and Industry

The following table summarizes the civilian labor force, civilian employment and civilian unemployment figures over the period from 2019 through 2023 in the City, the County, the State of California and the United States.

**TABLE D-2**  
**City of San Diego, County of San Diego, State of California and United States**  
**Labor Force, Employment and Unemployment**  
**Yearly Average**

<i>Year and Area</i>	<i>Civilian Labor Force</i>	<i>Civilian Employment<sup>(1)</sup></i>	<i>Civilian Unemployment<sup>(2)</sup></i>	<i>Civilian Unemployment Rate<sup>(3)</sup></i>
2019				
San Diego	717,900	695,600	22,300	3.1%
San Diego County	1,583,600	1,532,200	51,400	3.2
California	19,409,400	18,612,600	796,800	4.1
United States <sup>(4)</sup>	163,539,000	157,538,000	6,001,000	3.7
2020				
San Diego	701,100	636,900	64,200	9.2%
San Diego County	1,547,300	1,401,900	145,400	9.4
California	18,931,100	16,996,700	1,934,500	10.2
United States <sup>(4)</sup>	160,742,000	147,795,000	12,947,000	8.1
2021				
San Diego	701,300	657,700	43,700	6.2%
San Diego County	1,547,800	1,447,500	100,300	6.5
California	18,923,200	17,541,900	1,381,200	7.3
United States <sup>(4)</sup>	161,204,000	152,581,000	8,621,000	5.3
2022				
San Diego <sup>(5)</sup>	--	--	--	--%
San Diego County	1,589,600	1,534,800	54,700	3.4
California	19,252,000	18,440,900	811,100	4.2
United States <sup>(4)</sup>	263,973,000	158,291,000	5,996,000	3.6
2023				
San Diego	724,500	697,100	27,400	3.8%
San Diego County	1,596,400	1,534,400	62,000	3.9
California	19,308,300	18,388,300	920,000	4.8
United States <sup>(4)</sup>	266,942,000	161,037,000	6,080,000	3.6

Note: Data is not seasonally adjusted.

<sup>(1)</sup> Includes persons involved in labor-management trade disputes.

<sup>(2)</sup> Includes all persons without jobs who are actively seeking work.

<sup>(3)</sup> The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

<sup>(4)</sup> Not strictly comparable with data for prior years.

Source: California Employment Development Department, *March 2024 Benchmark* and U.S. Department of Labor, Bureau of Labor Statistics.

The following table sets forth the industry employment and the labor force estimates for the years 2019 through 2023 for the San Diego-Carlsbad MSA. Annual industry employment information is not compiled by sector for the City.

**TABLE D-3  
SAN DIEGO CARLSBAD MSA  
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE  
2019 through 2023**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Civilian Labor Force	1,580,800	1,544,300	1,544,400	1,578,500	1,596,400
Civilian Employment	1,529,400	1,399,300	1,444,300	1,523,300	1,534,400
Civilian Unemployment	51,400	145,000	100,100	55,200	62,000
Civilian Unemployment Rate	3.3%	9.4%	6.5%	3.5%	3.9%
 Total Farm	9,700	9,200	9,000	9,600	9,500
Total Nonfarm	1,503,100	1,385,800	1,442,100	1,531,200	1,552,100
Total Private	1,254,500	1,148,700	1,204,200	1,284,600	1,300,800
Goods Producing	200,000	195,400	198,500	204,900	205,300
Mining & Logging	400	300	300	400	300
Construction	84,000	81,300	83,800	87,600	89,800
Manufacturing	115,700	113,800	114,400	116,900	115,100
Service Providing	1,303,100	1,190,400	1,243,500	1,326,300	1,346,800
Trade, Transportation & Utilities	224,000	207,800	216,800	222,400	223,100
Wholesale Trade	44,000	41,300	42,100	43,700	43,200
Retail Trade	145,600	133,200	137,600	138,600	139,000
Transportation, Warehousing & Utilities	34,300	33,300	37,100	40,100	40,800
Information	23,500	22,100	21,500	22,100	21,900
Financial Activities	76,500	74,800	76,200	76,900	72,700
Professional & Business Services	255,800	248,300	265,300	282,500	276,000
Private Education & Health Services	216,600	210,900	216,700	228,300	243,200
Leisure & Hospitality	201,700	144,800	161,600	193,100	201,600
Other Services	56,400	44,800	47,500	54,400	57,100
Government	<u>248,600</u>	<u>237,100</u>	<u>237,900</u>	<u>246,600</u>	<u>251,300</u>
Total, All Industries	1,512,800	1,395,000	1,451,100	1,540,800	1,561,500

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, *San Diego Carlsbad MSA (San Diego County) Industry Employment & Labor Force - by Annual Average, March 2023 Benchmark*.

The following table lists the principal employers operating within the City and their respective number of employees as of June 30, 2024:

**TABLE NO. D-4  
PRINCIPAL EMPLOYERS IN CITY OF SAN DIEGO  
JUNE 30, 2024**

<i>Employer</i>	<i>No. of Employees</i>	<i>Type of Business/Product</i>
Naval Base San Diego	40,472	Education
University of California, San Diego	39,688	Government
Sharp Health Care	20,139	Healthcare
County of San Diego	18,939	Government
San Diego Unified School District	17,225	Healthcare
Scripps Health	14,732	Education
City of San Diego	13,408	Government
Qualcomm Inc.	10,124	Technology
Kaiser Permanente	7,687	Healthcare
Northrop Grumman Corp	6,639	Corporation

Source: City of San Diego, Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

#### **Income**

The following table summarizes per capita personal income for San Diego County, California and the United States for 2011 through 2023.

**TABLE NO. D-5  
PER CAPITAL PERSONAL INCOME  
2011 - 2023**

<i>Year</i>	<i>San Diego County</i>	<i>State of California</i>	<i>United States</i>
2011	\$46,118	\$45,508	\$42,650
2012	47,707	47,793	44,238
2013	48,653	48,074	44,402
2014	50,923	50,619	46,289
2015	53,366	53,816	48,062
2016	55,082	55,862	48,974
2017	56,977	58,214	51,006
2018	59,022	60,984	53,311
2019	62,058	64,219	55,567
2020	67,569	70,098	59,123
2021	73,084	76,882	64,460
2022	74,476	76,941	66,244
2023	79,122	81,255	69,810

Note: Per capita personal income is the total personal income divided by the total mid-year population estimates Last updated: February 20, 2025. All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis. CAINCI County and MSA personal income summary: personal income, population, per capita personal income (accessed Thursday, February 27, 2025)

## Commercial Activity

The following Table sets forth taxable transactions in the City for calendar years 2019 through 2023.

**TABLE D-6**  
**CITY OF SAN DIEGO**  
**TAXABLE TRANSACTIONS**  
**Calendar Years 2019 through 2023<sup>(1)</sup>**  
**(In Thousands)**

	2019	2020	2021	2022	2023
Retail and Food Services					
Clothing and Clothing Accessories	\$ 1,928,007	\$ 1,182,539	\$ 1,895,916	\$ 2,167,040	\$ 2,155,533
General Merchandise	1,722,070	1,530,207	1,823,348	2,011,311	1,979,763
Food	1,140,809	1,213,776	1,250,946	1,317,823	1,303,206
Eating and Drinking	4,711,805	2,934,483	4,420,223	5,620,278	5,822,884
Home Furnishings and Appliances	1,138,187	1,030,204	1,234,739	1,518,280	1,297,159
Building Materials	1,094,514	1,172,196	1,276,380	1,331,525	1,282,876
Motor Vehicles and Parts	2,876,886	2,762,935	3,726,839	3,236,281	2,910,702
Gasoline Stations	1,738,773	1,309,673	1,807,736	2,147,379	1,935,632
Other Retail Stores	<u>1,904,751</u>	<u>1,902,447</u>	<u>2,232,497</u>	<u>2,544,178</u>	<u>2,502,006</u>
Total Retail and Food Services	\$18,255,804	\$15,038,462	\$19,218,625	\$21,894,095	\$21,249,762
All Other Outlets	<u>7,339,763</u>	<u>6,151,701</u>	<u>7,858,185</u>	<u>9,631,730</u>	<u>9,692,973</u>
TOTAL ALL OUTLETS <sup>(1)</sup>	<u>\$25,595,567</u>	<u>\$21,190,163</u>	<u>\$27,076,810</u>	<u>\$31,525,825</u>	<u>\$30,942,735</u>

<sup>(1)</sup> Line items may not add to totals due to independent rounding.

Source: California Department of Tax and Fee Administration ("CDTFA"), CDTFA Open Data Portal 2019-2023. Last Updated December 20, 2024

## Building Activity

The following table summarizes building activity valuations for San Diego for the years 2019 through 2023.

**TABLE NO. D-7**  
**CITY OF SAN DIEGO**  
**BUILDING ACTIVITY AND VALUATION**  
**2019-2023**  
**(Dollars in Thousands)**

	2019	2020	2021	2022	2023
Valuation					
Residential	\$ 932,823	\$1,156,578	\$1,286,339	\$ 940,935	\$ 667,836
Non-Residential	<u>1,344,409</u>	<u>1,172,262</u>	<u>1,119,795</u>	<u>848,739</u>	<u>772,943</u>
Total	\$2,277,232	\$2,328,840	\$2,406,134	\$1,789,674	\$1,440,779
Units					
Single Family	798	577	708	627	459
Multiple Family	<u>2,791</u>	<u>4,157</u>	<u>3,725</u>	<u>3,774</u>	<u>5,058</u>
Total	3,589	4,734	4,433	4,401	5,517

Note: Totals may not add to sum due to rounding.

*Source: Construction Industry Research Board.*



## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, premium, if any, accreted value and interest on the 2025 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2025 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2025 Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, redemption price and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. If applicable, a Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to tender/remarketing agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to tender/remarketing agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to tender/remarketing agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE 2025 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2025 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

**APPENDIX F**

**SAN DIEGO COUNTY TREASURER'S  
STATEMENT OF INVESTMENT POLICY**

**APPENDIX G**  
**COUNTY INVESTMENT POOL MONTHLY REPORT**

## **APPENDIX H**

### **SPECIMEN MUNICIPAL BOND INSURANCE POLICY**

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 24/25-0035

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES C (**MEASURE U**) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$20,500,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District, San Diego County, State of California (hereinafter referred to as the “District”), on March 3, 2020 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a proposition as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$55,500,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on September 17, 2020 the District issued the first series of bonds under the Authorization in the amount of \$20,000,000 and on August 1, 2023, the District issued the second series under the Authorization in the amount of \$15,000,000; and

WHEREAS, at this time this Board of Education of the District (the “Board”) has determined that it is necessary and desirable to issue the third and final series of bonds pursuant to the Authorization in an aggregate principal amount not to exceed \$20,500,000 (the “Bonds”); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), the Bonds are authorized to be issued for the purposes set forth in the Authorization; and

WHEREAS, the District desires to issue the Bonds through a negotiated sale; and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Bonds, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District pursuant to the Authorization and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in an amount not to exceed \$20,500,000. The Bonds to be issued and sold are designated as the “San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U).”

Section 2. Paying Agent. The Board hereby appoints the Paying Agent (as defined herein) to act as paying agent, bond registrar, authentication agent and transfer agent for the Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

Section 3. [Reserved].

Section 4. [Reserved].

Section 5. Approval of Purchase Contract. The form of the Bond Purchase Contract (the “Purchase Contract”) by and between the District and Barclays Capital, Inc. (the “Underwriter”), for the purchase and sale of the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and, each of the Superintendent of the District (the “Superintendent”), the Chief Business Official of the District and such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), acting alone, is hereby authorized to execute and deliver the Purchase Contract for the Bonds, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on any maturity of the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriter’s discount or fee for selling the Bonds, excluding original issue discount on the Bonds, shall not exceed 0.70% of the aggregate of principal amount of Bonds issued. The Authorized Officers, acting alone, are further authorized to determine the principal amount of the Bonds to be sold pursuant to the Purchase Contract, provided that the aggregate principal amount of Bonds sold under this Resolution shall not exceed \$20,500,000. The Purchase Contract with the Underwriter shall be executed by an Authorized Officer only if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, excluding compensation to the Underwriter, will equal approximately 4.19% of the principal amount of the Bonds, as further described in Exhibit A hereto.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

Section 6. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract, or in the Official Statement):

(a) “Board” means the District’s Board of Education.



(b) “*Bond Insurer*” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) “*Bond Payment Date*” means (i) with respect to interest payments on the Bonds, the payment dates specified in the Purchase Contract, and (ii) with respect to Principal payments on the Bonds, the dates provided in the Purchase Contract.

(d) “*Bond Register*” means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 9 hereof.

(e) “*Code*” means the Internal Revenue Code of 1986, as amended.

(f) “*Continuing Disclosure Certificate*” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(g) “*Costs of Issuance*” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for any credit enhancement relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

(h) “*County*” means the County of San Diego, California.

(i) “*Dated Date*” means the date on which a Bond is initially issued by the District and delivered to the initial purchaser thereof.

(j) “*Depository*” means DTC, in its capacity as securities depository for the Bonds, or such other securities depository acting as Depository pursuant to Section 7(c) hereof.

(k) “*District*” means the San Ysidro School District.

(l) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.

(m) “*Government Obligations*” shall have the meaning set forth in Section 20 hereof.

(n) “*Information Services*” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

(o) “*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 7(c) hereof.

(p) “*Outstanding*” when used with reference to the Bonds means, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to this Resolution; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (either to the final maturity date or to the redemption date of such Bonds, as applicable), in accordance with Section 20 of this Resolution.

(q) “*Owner*” means the registered owner of a Bond as shown on the bond register maintained by the Paying Agent in accordance with Section 9 hereof.

(r) “*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) “*Paying Agent*” means U.S. Bank Trust Company, National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District, and any successor thereto appointed by the District.

(t) “*Principal*” or “*Principal Amount*” means, with respect to any Bond, the principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 9 hereof or mandatory sinking fund payment due thereon, as applicable.

(u) “*Purchase Contract*” means the Bond Purchase Contract by and between the District and the Underwriter relating to the Bonds.

(v) “*Record Date*” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

(w) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320 or such other depository as is appointed by the District from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.

(x) “*Tax Certificate*” means the certificate by that name executed by the District on the date of issuance of the Bonds.

(y) “*Term Bonds*” means those Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.

(z) “*Treasurer*” means the Treasurer and Tax Collector of the County of San Diego.

(aa) “*Underwriter*” shall have the meaning set forth in Section 5 above.

Section 7. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall be issued in fully registered form and shall mature in the years, be issued in the Principal Amounts and bear interest at the rates set forth in the Purchase Contract. The Bonds will be initially registered to “Cede & Co.”, the Nominee of DTC.

Each Bond shall be dated its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable; provided, however, that, if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment. Interest shall be payable on the Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as and to the extent provided in the Purchase Contract.

(ii) Selection of Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 7(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately, as nearly as practicable, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a “Redemption Notice”) of the redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date (a) so long as the Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying

the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

(iv) Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

(v) Additional Notice. In addition to the Redemption Notice given pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as above prescribed.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Notice of Redemption. Notice having been given in accordance with Section 7(b)(iii), and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 13 below) or an escrow account as provided in Section 20 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 7(b) hereof, together with interest to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 20 hereof so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as herein provided, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 7 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent or an escrow agent appointed by the District irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond (which may be typewritten) for each maturity date of such Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Bond). Upon initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of DTC, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR

FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR IN SUCH OTHER NAME AS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.”

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the “Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of Principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Bonds only to or upon the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of Principal and interest. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Bonds for the Depository’s book-entry system, the District has executed and delivered to the Depository a Letter of Representations. The execution and delivery of the Letter of Representations shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners of the Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository’s book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall deliver new fully-registered book-entry securities with respect to the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the District shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Bond and all notices with respect to such Bond, including notices of redemption, shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent.

(iv) Transfer of Bonds to Substitute Depository. Registered ownership of the Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(1) to any successor of the Depository or its nominee, or of any substitute depository designated pursuant to Section 7(c)(iv)(2) ("Substitute Depository"); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

In the case of any transfer pursuant to Section 7(c)(iv)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 7(c)(iv)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in the Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

(d) The initial Depository under this Section 7(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 8. Execution of Bonds. The Bonds shall be signed by the President of the Board, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 9. Paying Agent; Resignation or Removal; Transfer and Exchange. The Board does hereby appoint U.S. Bank Trust Company, National Association, to act as the authenticating agent, paying agent and transfer agent for the Bonds. The District may at any time, with or without



cause, remove the current Paying Agent and appoint a replacement as set forth below, in which case all references herein to the Paying Agent shall refer to such replacement.

So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 10 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. The Paying Agent may be removed by the District at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Bonds are registered in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

Any Bond may be exchanged for Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds,

the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 9 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

Section 10. Payment. Payment of interest on each Bond Payment Date, shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. With respect to all Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent

that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office or other designated office of the Paying Agent. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel each Bond upon payment thereof.

The Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District for the purpose of repaying the Bonds and other amounts on deposit in the Debt Service Fund.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Notice of Sale or the Purchase Contract, as applicable, and the Official Statement for the Bonds.

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.

REGISTERED  
NO.

REGISTERED  
\$

SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
ELECTION OF 2020 GENERAL OBLIGATION BONDS,  
SERIES B (MEASURE U)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
___% per annum	August 1, 20__	_____, 2025	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

The San Ysidro School District (the “District”) in San Diego County, California (the “County”) for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, or upon prior redemption hereof, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2025. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2025, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the register maintained by the paying agent for the bonds (the “Paying Agent”), initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business

on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The principal of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the District Resolution (defined below).

This bond is one of an authorization of bonds approved by the voters of the District at an election held on March 3, 2020 (the “Authorization”) and is being issued under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the resolution of the Board of Education of the District adopted on \_\_\_\_\_, 2025 (the “District Resolution”). This bond and the issue of which this bond is a part are general obligation bonds of the District payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligation bonds of the District. The Bonds are secured on a parity with other bonds issued pursuant to the Authorization from time to time. All capitalized terms not defined herein shall have the meaning set forth in the District Resolution.

The bonds of this issue (the “Bonds”) are being issued in the aggregate principal amount of \$\_\_\_\_\_.

This bond is exchangeable and transferable for Bonds of like tenor, maturity and Principal Amount and in authorized denominations at the principal office or other designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

*Redemption Date*  
*(August 1)*

*Principal Amount*

\$

(1)

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<sup>(1)</sup> Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced in an amount equal to the principal amount of such Term Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

Whenever provision is made in accordance with the District Resolution for the optional redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in an amount equal to \$5,000 or any integral multiple thereof.

The rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds issued under the District Resolution, exclusive of Bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the District Resolution.

Reference is made to the District Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the San Ysidro School District, San Diego County, California, has caused this bond to be executed on behalf of the District and in its official capacity by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2025.

U.S. Bank Trust Company, National Association, as  
Paying Agent

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

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_  
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_



## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of the bonds. A signed copy is on file in my office.

(Facsimile)  
Clerk of the Board of Education

Section 12. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed in accordance with Section 8 above and delivered, together with a transcript of proceedings with respect to the issuance of the Bonds, to the Underwriter following payment of the purchase price therefor.

Section 13. Deposit of Proceeds of Bonds. A portion of the proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the Treasurer to the credit of an account within the building fund of the District created and established in the County treasury in accordance with Education Code Section 15146(g) designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U) Building Fund” (the “Building Fund”) and shall be kept separate and distinct from all other District funds. The amounts in the Building Fund shall be used solely for the acquisition or improvement of real property and equipment and only for the purposes authorized by the voters pursuant to the Authorization. Any accrued interest and any premium received from the sale of the Bonds shall be kept separate and apart in an account within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251 and designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U) Debt Service Fund” (the “Debt Service Fund”) and used only for payment of the Principal of and interest on the Bonds and other bonds issued pursuant to the Authorization. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

There shall hereby be created and established the “San Ysidro School District General Obligation Bond, Election of 2020 General Obligation Bonds, Series C (Measure U) Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Bonds, an Authorized Officer may direct that the Costs of Issuance Fund be held in the County treasury or by U.S. Bank Trust Company, National Association, as a fiscal agent, and may transfer, or cause to be transferred, from the amount to be deposited to the Building Fund to the Costs of Issuance Fund an amount not to exceed two percent (2.00%) of the initial Principal Amount of the Bonds issued. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance, and any remaining balance after the payment of Costs of Issuance shall be transferred to the Building Fund. The deposit of proceeds of the Bonds to the Costs of Issuance Fund shall be a proper charge against the Building Fund.

Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment.

Section 14. Rebate Fund.

(a) The District shall create and establish a special fund designated the “San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U), Rebate Fund” (the

“Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) (i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

(j) The provisions of this Section 14 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

Section 15. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of and interest on the Bonds when due. When collected the *ad valorem* taxes will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Bonds when due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been

paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

Section 16. Tax Covenants. The District hereby covenants for the benefit of the Owners of the Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code, and the applicable regulations prescribed under that section or any predecessor section.

Section 17. Good Faith Estimates and Legislative Determinations. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. The Board finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

The Board further finds and determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 18. Official Statement. The form of the Preliminary Official Statement (the "Preliminary Official Statement") on file with the Clerk of the Board, is hereby approved substantially in the form presented, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein, deletions therefrom and modifications thereto as the Authorized Officer deems necessary to finalize the Preliminary Official Statement for delivery to the Underwriter who, in turn, will deliver the Preliminary Official Statement to prospective purchasers of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its release to the Underwriter. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer

executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of such Official Statement.

Section 19. Insurance. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for any or all of the Bonds, or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on any Bonds, it shall become the Owner of such Bonds with the right to payment of Principal, interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

Section 20. Defeasance. All or any portion of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds designated for defeasance, including all Principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all Principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the Bonds so defeased, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to such Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments

of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

Section 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and the County is obligated to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to levy annually an *ad valorem* tax upon all taxable property in the District in an amount sufficient to pay the principal of and interest on the Bonds as and when the same become due. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District under the Authorization.

Section 22. Other Actions.

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby affirms that Dale Scott & Company has been appointed as Municipal Advisor with respect to the issuance of the Bonds and that Stradling, Yocca, Carlson & Rauth LLP ("Bond Counsel"), has been retained by the District as bond counsel and disclosure counsel, in connection with the issuance of the Bonds. Any one of the Authorized Officers is hereby authorized to enter into contracts with each of said firms or to amend any existing contracts with such firms as and to the extent needed to provide for the services to be rendered by the Municipal Advisor and Bond Counsel, respectively. All fees and expenses payable to such firms shall be contingent upon and be payable only from proceeds of the Bonds.

(c) The provisions of this Resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

(d) If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Officer of the District, the Paying Agent and Treasurer may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 23. Transmittal of Resolution to County Auditor and Treasurer. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution and the debt service schedule

for the Bonds to the County Auditor and the Treasurer in accordance with Education Code Section 15140(c).

Section 24. Continuing Disclosure. The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver a Continuing Disclosure Certificate for the Bonds, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Bonds or create any monetary liability of the District to any Owner or Beneficial Owner (defined below). Any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 25. [Reserved].

Section 26. Supplemental Resolution.

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;



(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to as provided in Section 25(a) above, shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 27. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

Section 28. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 29. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder and held by the Treasurer shall be invested by the Treasurer in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other

investment products; provided that such agreements comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds; and provided further that except as otherwise permitted by law, at no time shall Bond proceeds be withdrawn by the District for investment outside the Treasurer's Pooled Investment Fund. Unless otherwise instructed by the District in writing, amounts held in the funds established by this Resolution shall be invested in the Treasurer's Pooled Investment Fund. If invested in other than the Treasurer's Pooled Investment Fund or the Local Agency Investment Fund, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 30. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE SAN YSIDRO  
SCHOOL DISTRICT

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

Attest:

\_\_\_\_\_  
Clerk

## CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on \_\_\_\_\_, 2025, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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: \_\_\_\_\_, 2025

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Clerk of the Board of Education

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$20,500,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.19%.
- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$333,396, of which \$271,896 is for costs of issuance to be paid from Bond proceeds and \$61,500 is Underwriter's discount.
- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds is \$20,166,604.
- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$35,948,014.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of

sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

## **BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2025

Board of Education  
San Ysidro School District

Ladies and Gentlemen:

Barclays Capital Inc. (the “Underwriter”), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the San Ysidro School District (the “District”), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., Pacific time, on the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement hereinafter defined.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the following bonds (together, the Bonds”) at the following prices:

- (a) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure T) (the “2020 Series C Bonds (Measure T)”). The purchase price of the 2020 Series C Bonds (Measure T) shall be \$ \_\_\_\_\_ (representing the principal amount of the Bonds, plus original issue premium of \$ \_\_\_\_\_, less Underwriter’s discount of \$ \_\_\_\_\_).
- (b) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure U) (the “2020 Series C Bonds (Measure U)”). The purchase price of the 2020 Series C Bonds (Measure U) shall be \$ \_\_\_\_\_ (representing the principal amount of the 2020 Series C Bonds (Measure U), plus original issue premium of \$ \_\_\_\_\_, less Underwriter’s discount of \$ \_\_\_\_\_).
- (c) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds”). The

purchase price of the Refunding Bonds shall be \$\_\_\_\_\_ (representing the principal amount of the Refunding Bonds, plus original issue premium of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_).

The Bonds are issued under the provisions of resolutions adopted by the Board of Education (the "Board") of the District on \_\_\_\_\_, 2025 (together, the "Bond Resolutions") and, with respect to the 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U), Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code (the "New Money Bond Law"), and with respect to the Refunding Bonds, Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Refunding Bond Law").

The 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U) are being issued for the purpose of providing funding for capital improvement projects in the District. The Refunding Bonds are being issued for the purpose of refinancing certain maturities of the District's outstanding general obligation and refunding general obligation bonds (such maturities, the "Refunded Bonds"), as more particularly described in the Official Statement. A portion of the net proceeds of the Refunding Bonds will be used to defease and refund the Refunded Bonds through a deposit into an escrow fund created under the terms of an Escrow Agreement (the "Escrow Agreement"), dated as of the Closing Date (as defined below), between the District and U.S. Bank Trust Company, National Association, as escrow bank (the "Escrow Bank").

The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that may differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent of the District or as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **The Bonds.** The Bonds shall be issued and secured pursuant to, the provisions of the respective Bond Resolutions and the New Money Bond Law and Refunding Bond Law, as applicable. The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

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

3. **Redemption.** The Bonds are subject to redemption prior to maturity pursuant to the terms of the respective Bond Resolution, with the additional terms as set forth in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Escrow Agreement, the Continuing Disclosure Certificate (defined in Section 7(i) hereof), and an Official Statement (defined in Section 10(b) hereof), the Bond Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Appendix A hereto and incorporated herein by reference. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right, but has no obligation, to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Official Statement.** The District has caused to be drafted and previously delivered a Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2025 (the "Preliminary Official Statement," including the cover page, the inside cover and the appendices thereto). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 as amended (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.



References herein to the Preliminary Official Statement and the Official Statement include the cover page, the inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

7. **Closing.** At 8:00 a.m., Pacific time, on \_\_\_\_\_, 2025, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling, Yocca, Carlson & Rauth LLP, in Newport Beach, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the respective purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

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

(a) Due Organization. The District is and will be on the Closing Date a unified school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the New Money Bond Law and Refunding Bond Law, as applicable, to adopt the Bond Resolutions and to enter into this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below);

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the Bond Resolutions, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement and the Bond Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate will constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by the Bonds, the Bond Resolutions, this Purchase Agreement, the Escrow Agreement and the Official Statement;

(c) Consents. Except for the actions of the parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of states and jurisdiction of the United States as the Underwriter may reasonably request, or which have not been obtained or taken; provided however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds;

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge of such taxes or the debt service funds established for each series of Bonds, or the levy of any taxes contemplated by the Bond Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolutions or contesting the powers of the District or the Bond Resolutions or this Purchase Agreement; (iii) which affects the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iv) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions, (b) declare this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxation;

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any entity or person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Preliminary Official Statement or the Official Statement;

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(i) Continuing Disclosure. In accordance with the requirements of Rule 15c2-12, at or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing

disclosure certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Official Statement in Appendix C. Except as otherwise disclosed in the Official Statement and based on a review of its previous undertakings, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule with respect to the last five years;

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did 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 circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Official Statement did not and 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 circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information relating to the Underwriter furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended, 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 Closing Date, the Official Statement 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;

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Preliminary Official Statement and the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Preliminary Official Statement and the Official Statement. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District;

(l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(m) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter;

(n) Not Acting as Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not

acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account; and

(o) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that:

- (a) as of the date hereof and as of the Closing Date, it is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it;
- (b) the execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (c) all reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (d) it has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's officers, agents, or employees, other than a bona fide officer, agent or employee working for the Underwriter or counsel to the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, copies of a Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the Municipal Securities Rulemaking Board, and (ii) in printed format in such

reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds and to file, or cause to be filed the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above);

- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the end of the underwriting period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If any such amendment or supplement of the Official Statement occurs after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Refunding Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. Any approval by the Underwriter of such supplement or amendment to the Official Statement prior to the closing shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Agreement by notification to the District at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

- (d) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and the policies and procedures of the County; and
- (e) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the respective Bond Resolution and as described in the Official Statement.
- (f) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined in MSRB Rule G-32), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" shall end on the twenty-fifth day after the later of (i) the Closing Date and (ii) the date on which the Underwriter no longer retains an unsold balance of the Bonds.

#### 11. **Establishment of Issue Price.**

- (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District 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 Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, Dale Scott & Company, Inc. (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the Municipal Advisor.
- (b) Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to

any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

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

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

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

- (d) The Underwriter confirms that:

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

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity,

provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

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

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

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



including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

- (e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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 District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

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

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

**12. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing and in reliance upon the representations, warranties and comments to be contained in the documents and instruments to be delivered at closing. Accordingly, the Underwriter’s obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects

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

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which would constitute a ground for termination of the Purchase Agreement by the Underwriter or which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Refunding Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
  - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's cabinet, or a decision rendered by a court established under Article III of the Constitution of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Refunding Bonds, or obligations of the general character of the Refunding Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
  - (2) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the

general character of the Refunding Bonds in the hands of the holders thereof;

- (3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity, or escalation thereof, which interrupts or causes disorder to the operation of the United States government, the State government or the financial markets in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Refunding Bonds, or obligations of the general character of the Refunding Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirement of, the Underwriter;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Refunding Bonds, or the issuance, offering or sale of the Refunding Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal or downgrading, or notice of potential withdrawal or downgrading, of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the District fails or is unwilling to correct by the submission of supplemental information;
- (9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

- (10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
  - (11) the commencement or threat against the District of any action, suit, proceeding, hearing or investigation described in Section 8(f), or
  - (12) a material disruption in commercial banking or securities settlement, payment or clearance services or other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinions and Reliance Letter. Approving opinions of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix A to the Official Statement, and a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
  - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:
    - [(i) the description of the Bonds and the security for the Bonds and statements in the Preliminary Official Statement and Official Statement on the cover page thereof and under the captions "THE BONDS," "LEGAL MATTERS," and "CONTINUING DISCLOSURE" and to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, or with respect to Appendices B, D, E, and G to the Preliminary Official Statement and the Official Statement;]
    - (ii) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District, and assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District

enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) the Refunded Bonds have been defeased and are no longer outstanding pursuant to the resolution and/or other documents authorizing such issuance.

- (3) Disclosure Counsel Letter. A letter, dated the date of the Closing and addressed to the District and the Underwriter, of Stradling Yocca Carlson & Rauth, LLP, in its capacity as Disclosure Counsel to the District, to the effect that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement, Disclosure Counsel advises the Underwriter, as a matter of fact and not opinion, that during the course of its role as Disclosure Counsel, no facts came to the attention of the attorneys in the firm rendering legal services in connection with such role which caused Disclosure Counsel to believe that the Preliminary Official Statement as of its date or the date of sale of the Bonds, or the Official Statement as of its date contained, or as of the date of Closing contains, any untrue statement of a material fact or as of its date omitted, or as of the date of Closing omits, to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case except for financial statements, the information set forth in the Appendices to the Official Statement, any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about book-entry or DTC included or referred to therein, the Bond Insurer or the Bond Insurance Policy, or the District's compliance with Rule 15c2-12 which Disclosure Counsel expressly excludes from the scope of such letter and as to which Disclosure Counsel expresses no opinion or view);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of each Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this

Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the respective Bond Resolution, (vi) no further consent is required for inclusion of the audit in the Official Statement, and (vii) to the best of the District's knowledge, no litigation is pending or threatened (either in State or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement, the Repurchase Agreement or the Purchase Agreement or (C) in any way contesting the existence or powers of the District.

- (5) Arbitrage and Form 8038-G. A non-arbitrage certificate of the District in form and substance satisfactory to Bond Counsel and Form 8038-G completed by Bond Counsel and signed by the District;
- (6) Bond Resolutions. Certificates, together with fully executed copies of the Bond Resolutions, of the Clerk of the Board to the effect that:
  - (i) such copies are true and correct copies of the Bond Resolutions; and
  - (ii) the Bond Resolutions were duly adopted and have not been modified, amended, rescinded or revoked and are in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. A certificate of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Agreement. An original executed copy of a Paying Agent Agreement between the District and U.S. Bank Trust Company, National Association, with respect to its duties as paying agent (the "Paying Agent") for the Refunding Bonds
- (11) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under

the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolutions.

- (12) Escrow Agreement. An executed copy of the Escrow Agreement;
- (13) Escrow Bank Certificate. A written certificate of the Escrow Bank, executed by a duly authorized representative of the Escrow Bank, dated the date of the Closing, to the effect that:
  - (i) The Escrow Bank is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to accept and perform its duties under the Escrow Agreement, and
  - (ii) The obligations of the Escrow Bank under the Escrow Agreement have been duly accepted by the Escrow Bank and constitute the legal, valid and binding obligation of the Escrow Bank, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.
- (14) Verification. A certificate of \_\_\_\_\_, certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds.
- (15) Certificates Regarding Bonding Capacity and Tax Rates (2020 Series C Bonds (Measure T) and 2020 Series C Bonds (Measure U) only). Certificates signed by an officer of the County with respect to bonding capacity, and certificates signed by a District official meeting the requirements of State law with respect to tax rate projections;
- (16) Ratings. Evidence that the Bonds have the rating designated on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded.
- (17) Underwriter's Counsel Opinion. The opinion of Jones Hall, a Professional Law Corporation, counsel for the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter; and a negative assurance letter of Underwriter's Counsel dated the Closing Date.
- (18) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such

time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, Pacific time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

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

**13. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates required to be delivered at the Closing by persons and entities described under Section 12(e) other than the District.

**14. Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from Bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Escrow Agent; (vii) the fees of the Verification Agent; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. Any excess amounts following payment of such issuance expenses shall be transferred to the County Treasurer-Tax Collector for deposit in the building fund established pursuant to the Bond Resolution.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP bureau fees and expenses of Underwriter's counsel, travel (except in connection with securing a rating on the Bonds), and other expenses, shall be paid by the Underwriter.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider fees and expenses being incurred as part of the issuance of the Bonds

**15. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or their designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows: Barclays Capital - Public Finance, 4 Embarcadero Center, Suite 2500, San Francisco, California 94111.



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

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the “end of the underwriting period” for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the “end of the underwriting period” for the Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (b) the date on which the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the “end of the underwriting period” for the Bonds will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the “end of the underwriting period” is the Closing Date.

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

19. **No Assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

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

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

Very truly yours,

**BARCLAYS CAPITAL INC.,**  
*as Underwriter*

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

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

**SAN YSIDRO SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chief Business Official

Time of Execution: \_\_\_\_\_ p.m. (Pacific time)

## APPENDIX A

### Maturity Schedules

#### 2020 Series C Bonds (Measure T)

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
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C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

**2020 Series C Bonds (Measure U)**

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
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C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Refunding Bonds

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
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C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Redemption Terms

#### **Optional Redemption**

**2020 Series C Bonds (Measure T).** The 2020 Series C Bonds (Measure T) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure T) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**2020 Series C Bonds (Measure U).** The 2020 Series C Bonds (Measure U) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure U) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Refunding Bonds.** The Refunding Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from

any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Selection of Bonds for Purpose of Redemption.** For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of \$5,000 denominational amounts. The Bonds may all be separately redeemed.

### **Mandatory Sinking Fund Redemption**

**2020 Series C Bonds (Measure T).** The 2020 Series C Bonds (Measure T) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure T)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure T) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure T) Maturing August 1,  
20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

**2020 Series C Bonds (Measure U).** The 2020 Series C Bonds (Measure U) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure U)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure U) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure U) Maturing August 1,  
20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

**Refunding Bonds.** The Refunding Bonds maturing on August 1, 20\_\_ (the “**Refunding Term Bonds**” and, together with the 2020 Series C Term Bonds (Measure T) and the 2020 Series C Term Bonds (Measure U), the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Refunding Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ **Principal Amount Refunding Term Bonds Maturing August 1, 20\_\_**

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 on a pro rata basis (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

## APPENDIX B

### Form of Issue Price Certificate

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

The undersigned, on behalf of Barclays Capital Inc. ("Barclays Capital") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

#### 1. ***Sale of the Bonds.***

(a) General Rule Maturities. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

(i) Barclays Capital 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 Bonds is attached to this certificate as Schedule B.

(ii) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing that, (A) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds 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 (B) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would 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.

(iii) No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

#### 2. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds not listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) 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 Underwriter has 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.

(d) “Issuer” means the San Ysidro School District.

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

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

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

(h) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2025.

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

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

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2025**

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: S&P: “AA” (\_\_\_ Insured)  
Moody’s “\_\_\_” (Underlying)  
See “MISCELLANEOUS—Ratings”**

*In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” with respect to tax consequences relating to the 2025 Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.*

**SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)**

**\$20,500,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE U)**

**\$22,155,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE T)**

**\$ \_\_\_\_\_\*  
2025 GENERAL OBLIGATION REFUNDING BONDS  
SERIES A**

**Dated: Date of Delivery**

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

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.** Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.

The \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”) are being issued by the San Ysidro School District (the “District”) and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure U Authorization”), (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure U 2025 Bonds. The Measure U 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure U Authorization. The \$22,155,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”) are being issued by the District and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure T Authorization”), (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. The Measure T 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure T Authorization. The \$ \_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure T 2025 Bonds and the Measure U 2025 Bonds, the “2025 Bonds”), are being issued by the District to (i) refund certain of the District’s outstanding general obligation bonds described herein, as more fully described herein, and (ii) pay the costs of issuing the Refunding Bonds. See “INTRODUCTION—Purpose of Issue” and “THE 2025 BONDS—Application of 2025 Bond Proceeds” herein.

The 2025 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property within the District and amounts on deposit in the Debt Service Fund for each series of 2025 Bonds. The Board of Supervisors of the County of San Diego is empowered and is obligated to levy *ad valorem* taxes, without limitation of rate or amount, upon property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of interest on and principal of the 2025 Bonds when due. The District has other outstanding general obligation bonds which are secured by and payable from *ad valorem* taxes levied on taxable property within the District. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS—*Ad Valorem* Property Taxation” herein. All general obligation bonds of the District are issued on a parity with each other.

The 2025 Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York (collectively referred to herein as “DTC”). Payments of principal of and interest on the 2025 Bonds will be paid by U.S. Bank Trust Company, National Association as the designated paying agent, authenticating agent and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the beneficial owners of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” herein.

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2025.

The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS —Redemption of 2025 Bonds” herein.

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the issuance of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” herein.

[\_\_\_ LOGO]

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

**MATURITY SCHEDULE  
(See Inside Front Cover)**

\* Preliminary, subject to change.

*The 2025 Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel. Certain matters will be passed on for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel. Certain matters will be passed on for the Underwriter by its counsel, Jones Hall, A Professional Law Corporation, San Francisco, California. The 2025 Bonds, in book-entry form, will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about \_\_\_\_\_, 2025.*

**BARCLAYS**

Dated: \_\_\_\_\_, 2025

**MATURITY SCHEDULE**

**\$ \_\_\_\_\_**  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**ELECTION OF 2020 GENERAL OBLIGATION BONDS,**  
**SERIES C (MEASURE U)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity (August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20 \_\_; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**ELECTION OF 2020 GENERAL OBLIGATION BONDS,**  
**SERIES C (MEASURE T)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20 \_\_; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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<sup>†</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2025 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2025 Bonds.

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<b>CUSIP<sup>†</sup></b>
--	---	--	---------------------	---------------------	--------------------------

\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ ; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

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

The information and expression of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. This Official Statement is being submitted in connection with the sale of the 2025 Bonds 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 District. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions “THE DISTRICT,” and “DISTRICT FINANCIAL MATTERS” herein.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the District has agreed to provide certain on-going financial and operating data on an annual basis, it does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which statements are based change. See “CONTINUING DISCLOSURE” and Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

All information material to the making of an informed investment decision with respect to the 2025 Bonds is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

\_\_\_\_\_ (the “Insurer”) makes no representation regarding the 2025 Bonds or the advisability of investing in the 2025 Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer supplied by the Insurer and presented under the heading “**BOND INSURANCE.**”

**WITH RESPECT TO THIS OFFERING, THE UNDERWRITER MAY ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE 2025 BONDS DESCRIBED HEREIN TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT YIELDS HIGHER THAN THE PUBLIC OFFERING YIELDS STATED IN THIS OFFICIAL STATEMENT AND SAID PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.**

**THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.**

## **SAN YSIDRO SCHOOL DISTRICT**

### **Board of Education**

*Zenaida Rosario, President*  
*Antonio Martinez, Vice President*  
*Irene Lopez, Clerk*  
*Martin Arias, Member*  
*Kenia Peraza, Member*

### **District Administrators**

*Gina A. Potter, Ed.D., Superintendent*  
*Jose Iniguez, Ed.D., Assistant Superintendent of Administrative Leadership, School Support and Safety*  
*Marilyn Adrianzen, Chief Business Official*

## **PROFESSIONAL SERVICES**

### **Bond Counsel and Disclosure Counsel**

*Stradling Yocca Carlson & Rauth LLP*  
*Newport Beach, California*

### **Municipal Advisor**

*Dale Scott & Company, Inc.*  
*San Francisco, California*

### **Paying Agent**

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



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(San Diego County, California)**

**\$20,500,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE U)**

**\$22,155,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE T)**

\$ \_\_\_\_\_\*  
**2025 GENERAL OBLIGATION REFUNDING BONDS**  
**SERIES A**

**INTRODUCTION**

This Official Statement (which includes the cover page, the Table of Contents and the Appendices attached hereto) is furnished by the San Ysidro School District (the “District”) to provide information concerning the \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”), the \$22,155,000\* San Ysidro School District (San Diego County, California) 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”), and \$ \_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure U 2025 Bonds and the Measure T 2025 Bonds, the “2025 Bonds”).

**This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement.**

**The District**

The District is located in the southernmost region of San Diego County (the “County”), adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately 45,000 residents. Most of the District’s territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.

The District is governed by a five-member Board of Education (the “Board”), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Board appointed Superintendent who is responsible for the day-to-day operations and the supervision of other key personnel. See “THE DISTRICT.”

**Purpose of Issue**

The Measure U 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$55,500,000 of general obligation bonds (the “Measure U Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds,

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\* Preliminary, subject to change.

Series A (Measure U) (Tax-Exempt) (the “Measure U 2020 Bonds”) in the aggregate principal amount of \$20,000,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure U) (the “Measure U 2023 Bonds”). The Measure U 2025 Bonds represent the third and final series to be issued pursuant to the Measure U Authorization. Proceeds from the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure U Authorization, (ii) fund a portion of the interest due on the Measure 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds. Subsequent to the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure U Authorization.

The Measure T 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$52,985,000 of general obligation bonds (the “Measure T Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds, Series A (Measure T) (Federally Taxable) (the “Measure T 2020 Bonds”) in the aggregate principal amount of \$15,830,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure T) (the “Measure T 2023 Bonds”). The Measure T 2025 Bonds represent the third and final series to be issued pursuant to the Measure T Authorization. Proceeds from the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. Subsequent to the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure T Authorization.

Proceeds from the 2025 Bonds will be used to: (i) refund, on August 1, 2025, [all/a portion of the San Ysidro School District 2015 General Obligation Refunding Bonds issued as capital appreciation bonds and maturing on August 1 of the years 2042 through 2048, inclusive (the “Refunded Bonds”)], and (ii) pay the costs of issuing the Refunding Bonds.

See “THE 2025 BONDS—Application of 2025 Bond Proceeds” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

### **Sources of Payment for the 2025 Bonds**

The 2025 Bonds are general obligation bonds of the District payable solely from the proceeds of *ad valorem* property taxes and amounts on deposit in the Debt Service Fund (defined herein) for each series of the 2025 Bonds which includes interest funded with a portion of the 2025 Bond proceeds. The Board of Supervisors of the County has the power and is obligated annually to levy *ad valorem* taxes for the payment of the 2025 Bonds and the interest thereon upon all property in the District within its boundaries subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). See “SECURITY FOR THE 2025 BONDS” herein.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

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\* Preliminary, subject to change

## **Description of the 2025 Bonds**

***Maturity Dates.*** The 2025 Bonds will mature on August 1 in the years and in the principal amounts set forth on the pages following the cover page of this Official Statement.

***Payment Dates.*** The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each February 1 and August 1 (each, a “Bond Payment Date”), commencing August 1, 2025. The principal amount of the 2025 Bonds is payable at maturity upon surrender of the applicable 2025 Bond for payment.

***Redemption.*** The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS—Redemption of 2025 Bonds.”

***Registration.*** The 2025 Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the 2025 Bonds (the “Beneficial Owners”) in authorized denominations, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through direct participants in the DTC system (“DTC Participants”) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” and Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

***Denominations.*** The 2025 Bonds will be issued, and beneficial ownership interests may be purchased by Beneficial Owners, in denominations of \$5,000 or any integral multiple thereof. See “THE 2025 BONDS—Book-Entry Only System.”

## **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS — Tax Matters” with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.

## **Authority for Issuance of the 2025 Bonds**

Each series of 2025 Bonds is issued pursuant to certain provisions of the State of California Constitution, Education Code or Government Code, as applicable, as well as other applicable law, and pursuant to a resolution adopted by the Board of Education of the District. See “THE 2025 BONDS—Authority for Issuance” herein.

## **Offering and Delivery of the 2025 Bonds**

The 2025 Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the 2025 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2025.

## **Bond Insurance**

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy (the “Policy”) to be issued concurrently with the execution and delivery of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” and APPENDIX H—“SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

## **Continuing Disclosure**

The District will enter into a Continuing Disclosure Certificate in which it will covenant for the benefit of the Underwriter, the bondholders and Beneficial Owners to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, as amended. The specific nature of the information to be made available and of the notices of enumerated events for which notice will be given is summarized below under the caption “CONTINUING DISCLOSURE” and is set forth in full in the form of the Continuing Disclosure Certificate is set forth in Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

## **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

## **Professionals Involved in the Offering**

Dale Scott & Company, Inc., is acting as Municipal Advisor to the District with respect to the 2025 Bonds. Stradling Yocca Carlson & Rauth LLP, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the 2025 Bonds. The fees paid to these consultants are contingent upon the sale and delivery of the 2025 Bonds.

## **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the 2025 Bonds are available from the Superintendent, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, telephone: (619) 428-4476. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other

information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

All terms used herein and not otherwise defined shall have the meanings given such terms in the Resolutions (as defined below), as applicable.

## THE 2025 BONDS

### Authority for Issuance

**Measure U 2025 Bonds.** The Measure U 2025 Bonds are being issued pursuant to the provisions of Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 *et seq.*) of the Education Code of the State of California and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (together, the “Act”) and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure U Resolution”).

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$55,500,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure U Authorization, totaling \$35,000,000. The Measure U 2025 Bonds represent the third and final series of bonds issued under the Measure U Authorization. Following the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain unissued under the Measure U Authorization.

**Measure T 2025 Bonds.** The Measure T 2025 Bonds are being issued pursuant to the Act and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure T Resolution.”)

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$52,985,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure T Authorization, totaling \$30,830,000. The Measure T 2025 Bonds represent the third and final series of bonds issued under the Measure T Authorization. Following the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain unissued under the Measure T Authorization.



**Refunding Bonds.** The Refunding Bonds are being issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State of California (the “Refunding Act”), and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Refunding Resolution,” and with the Measure U Resolution and the Measure T Resolution, the “Bond Resolutions”).

### **Security and Sources of Payment**

The 2025 Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes and from interest funded with 2025 Bonds proceeds deposited to the Debt Service Funds (as defined herein). Such taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds when due. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS.” Such taxes, when collected, will be placed by the County in a debt service fund held for each series of the 2025 Bonds (each a “Debt Service Fund” and, collectively, the “Debt Service Funds”), which Debt Service Funds will be maintained by the County, and then such amounts will be transferred to U.S. Bank Trust Company, National Association, as Paying Agent (the “Paying Agent”), to pay the principal of and interest on the 2025 Bonds when due. The *ad valorem* property taxes and other amounts in each Debt Service Fund are irrevocably pledged for the payment of principal of and interest on the applicable series of 2025 Bonds when due. Although the County is obligated to levy *ad valorem* taxes for the payment of the 2025 Bonds, and the County will maintain the Debt Service Funds pledged to the repayment of the 2025 Bonds, the 2025 Bonds are not a debt of the County.

Pursuant to Section 53515 of the State of California Government Code, the 2025 Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. Section 53515 provides that: (i) the lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the 2025 Bonds are executed and delivered, and (ii) the revenues received pursuant to the levy and collection of the *ad valorem* property taxes will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Moneys in each Debt Service Fund, to the extent necessary to pay the principal of and interest on the applicable series of 2025 Bonds, as such principal and interest becomes due and payable, will be transferred to the Paying Agent. The Paying Agent will, in turn, transfer the funds to DTC, which is to distribute the principal and interest payments due on the 2025 Bonds to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the 2025 Bonds. See “—Book-Entry Only System.”

### **Description of the 2025 Bonds**

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each Bond Payment Date. Interest payments on the 2025 Bonds are payable semiannually on each February 1 and August 1, commencing August 1, 2025. The 2025 Bonds are issuable in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS—Book-Entry Only System.” Interest will accrue on the 2025 Bonds on the basis of a 360-day year comprised of twelve 30-day months.

Payment of interest on each 2025 Bond shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding the applicable Bond Payment Date. For purposes of the foregoing, “Record Date” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

Payments of principal on the 2025 Bonds will be made in the amounts and on August 1 in the years set forth on the inside cover page of this Official Statement.

**Paying Agent**

U.S. Bank Trust Company, National Association will act as the Paying Agent for the 2025 Bonds. As long as DTC is the registered owner of the 2025 Bonds and DTC's book-entry method is used for the 2025 Bonds, the Paying Agent will send any notice of redemption or other notices required under each Bond Resolution only to DTC and not to the Beneficial Owners.

Payments of principal and interest due on the 2025 Bonds shall be transferred by the Paying Agent to DTC for remittance to DTC Participants for subsequent disbursement to the Beneficial Owners of the 2025 Bonds.

The District has no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership of interests in the 2025 Bonds under DTC's book-entry system, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the 2025 Bonds. See APPENDIX E—"BOOK-ENTRY ONLY SYSTEM" herein.

## Application of 2025 Bond Proceeds

**Measure U 2025 Bonds.** The proceeds of the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized under the Measure U Authorization, (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds.

The proceeds from the sale of the Measure U 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure U Building Fund (the “Measure U Building Fund”) established under the Measure U Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure U Building Fund shall be retained in the Measure U Building Fund. The District currently expects to use Measure U 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure U 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure U 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure U 2025 Bonds and used only for payments of principal of and interest on the Measure U 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure U 2025 Bonds shall be retained in the Debt Service Fund for the Measure U 2025 Bonds and used to pay principal of and interest on the Measure U 2025 Bonds when due.

Any excess proceeds of the Measure U 2025 Bonds not needed for the purpose for which the Measure U 2025 Bonds are issued shall be transferred from the Measure U Building Fund to the Debt Service Fund for the Measure U 2025 Bonds and applied to the payment of principal of and interest on the Measure U 2025 Bonds. If after payment in full of the Measure U 2025 Bonds any amounts remain in the Debt Service Fund for the Measure U 2025 Bonds, such excess amounts shall be transferred to the District’s General Fund. Amounts relating to the Measure U 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure U Rebate Fund established under the Measure U Resolution.

**Measure T 2025 Bonds.** The proceeds of the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters under the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds.

The proceeds from the sale of the Measure T 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure T Building Fund (the “Measure T Building Fund”) established under the Measure T Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure T Building Fund shall be retained in the Measure T Building Fund. The District currently expects to use Measure T 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure T 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure T 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure T 2025 Bonds and used only for payments of principal of and interest on the Measure T 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure T 2025 Bonds shall be retained in the Debt Service Fund for the Measure T 2025 Bonds and used to pay principal of and interest on the Measure T 2025 Bonds when due.

Any excess proceeds of the Measure T 2025 Bonds not needed for the purpose for which the Measure T 2025 Bonds are issued shall be transferred from the Measure T Building Fund to the Debt Service Fund for

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\* Preliminary, subject to change.

the Measure T 2025 Bonds and applied to the payment of principal of and interest on the Measure T 2025 Bonds. If after payment in full of the Measure T 2025 Bonds any amounts remain in the Debt Service Fund for the Measure T 2025 Bonds, such excess amounts shall be transferred to the District's General Fund. Amounts relating to the Measure T 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure T Rebate Fund established under the Measure T Resolution.

**Refunding Bonds.** The Refunding Bonds are being issued to: (i) refund, on a current basis, all of the Refunded Bonds, and (ii) pay the costs of issuing the Refunding Bonds.

Pursuant to an Escrow Agreement (the "Escrow Agreement") by and between the District and U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent"), certain proceeds from the sale of the Refunding Bonds will be deposited to the credit of an escrow fund for the Refunded Bonds (the "Escrow Fund").

Pursuant to the Escrow Agreement, amounts deposited in the Escrow Fund will be used to either purchase certain non-callable direct and general obligations of the United States of America, or non-callable obligations the payment of which is unconditionally guaranteed by the United States of America (collectively, the "Federal Securities"), the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent to defease and pay the redemption price of the Refunded Bonds on August 1, 2025 (the "Redemption Date").

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to pay the accrued and unpaid interest through, and the redemption price of, the Refunded Bonds on the Redemption Date will be verified by \_\_\_\_\_ (the "Verification Agent"). See also "LEGAL MATTERS—Verification" herein.

Any accrued interest and surplus moneys in the Escrow Fund following the redemption of all of the Refunded Bonds shall be transferred to and accounted for in the Debt Service Fund for the Refunding Bonds. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund for the Refunding Bonds and applied to the payment of principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts shall be transferred to the General Fund of the District.

### **Application and Investment of Tax Revenues Securing the Repayment of the 2025 Bonds**

The *ad valorem* taxes levied to repay the 2025 Bonds will be deposited by the County in the Debt Service Funds, which are maintained by the County, and are to be used only for payments of principal of and interest on the 2025 Bonds, and may be invested in any one or more investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that moneys in the Debt Service Funds will be invested in the San Diego County Treasury Pool. See Appendices F and G for a description of the County Investment Policy and the latest monthly report for the San Diego County Treasury Pool, respectively.

### **Redemption of 2025 Bonds**

**Optional Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure U 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_ at a redemption price equal to the principal amount of the Measure U 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure T 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Measure T 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Refunding Bonds.** The Refunding Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Mandatory Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure U 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure U 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b>Redemption Date (August 1)</b>	<b>Principal Amount</b>
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(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure U 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Measure U 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

**Mandatory Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure T 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure T 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b>Redemption Date (August 1)</b>	<b>Principal Amount</b>
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(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure T 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an

amount equal to the principal amount of such Measure T 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

***Mandatory Redemption of Measure Refunding Bonds.*** The Refunding Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Refunding Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Refunding Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
--	--------------------------------

(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Refunding 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Refunding Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

### **Selection of 2025 Bonds for Redemption**

Whenever provision is made in accordance with the applicable Bond Resolution for the optional redemption of Measure U 2025 Bonds or Measure T 2025 Bonds, and less than all Outstanding Measure U 2025 Bonds or Measure T 2025 Bonds, as applicable, are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of the applicable series of 2025 Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select 2025 Bonds of a series for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any 2025 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

### **Notice of and Effect of Redemption of the 2025 Bonds**

***Notice of Redemption.*** When redemption is authorized or required pursuant to the applicable Bond Resolution, the Paying Agent shall give notice of the redemption of the applicable series of 2025 Bonds (“Redemption Notice”) at least 20 but not more than 60 days prior to the redemption date (a) so long as the applicable series of 2025 Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository; and (b) if the applicable series of 2025 Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the 2025 Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the 2025 Bonds or designated portions thereof (in the case of redemption of a series of the 2025 Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the 2025 Bonds to be redeemed, (f) the numbers of the 2025 Bonds to be redeemed in whole or in part and, in the case of any 2025 Bond to be redeemed in part only, the Principal Amount of such 2025 Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each 2025 Bond to be redeemed in whole

or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each 2025 Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the 2025 Bonds.

In case of the redemption as permitted in the applicable Bond Resolution of all the 2025 Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the 2025 Bonds of such maturity.

Any Redemption Notice for an optional redemption of the 2025 Bonds delivered in accordance with the applicable Bond Resolution may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such 2025 Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the 2025 Bonds selected for redemption.

***Additional Notice.*** In addition to the Redemption Notice described above, further notice shall be given by the Paying Agent as described below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as described above.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

***Partial Redemption of 2025 Bonds.*** Upon the surrender of any 2025 Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new 2025 Bond or 2025 Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the 2025 Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Notice of Redemption.*** Notice having been given in accordance with the applicable Bond Resolution, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the applicable Debt Service Fund or an escrow account as provided in the applicable Bond Resolution, the 2025 Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the 2025 Bonds to be redeemed as provided in the applicable Bond Resolution, together with interest to such redemption date, shall be held in the applicable Debt Service Fund or in an escrow account as provided in the applicable Bond Resolution so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as provided in the applicable Bond Resolution, then from and after such redemption date, interest with respect to the 2025 Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of 2025 Bonds shall be held in trust for the account of the Owners of the 2025 Bonds so to be redeemed.

All 2025 Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of the applicable Bond Resolution shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a 2025 Bond purchased by the District shall be cancelled by the Paying Agent.

### **Book-Entry Only System**

One fully registered bond without coupons for each maturity of a series of the 2025 Bonds will be issued and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the 2025 Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the 2025 Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to DTC Participants for subsequent dispersal to the Beneficial Owners of the 2025 Bonds as described herein. See Appendix E—"BOOK-ENTRY ONLY SYSTEM" herein.

### **Defeasance**

All or a portion of the outstanding 2025 Bonds of a series may be paid and discharged in any one or more of the following ways:

(1) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the applicable Debt Service Fund is sufficient to pay all 2025 Bonds designated for defeasance, including all principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(2) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the applicable Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all 2025 Bonds designated for defeasance (including all principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the 2025 Bonds so defeased, notwithstanding that any of such 2025 Bonds shall not have been surrendered for payment, all obligations of the District with respect to such 2025 Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from permitted funds to the Owners of such designated 2025 Bonds all sums due with respect thereto.

In each Bond Resolution, Government Obligations are defined as:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and



Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

### **Amendment to Bond Resolutions**

In certain very limited situations, each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners of such 2025 Bonds owning at least 60% in aggregate principal amount of such 2025 Bonds then outstanding, exclusive of such 2025 Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each 2025 Bond affected, reduce the principal amount of any 2025 Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

Any act done pursuant to a modification or amendment so consented to as provided above, shall be binding upon the Owners of all the applicable series of 2025 Bonds and shall not be deemed an infringement of any of the provisions of the applicable Bond Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of such Bond Resolution, and after consent relating to such specified matters has been given, no Owner of the applicable series of 2025 Bonds shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(a) To add to the covenants and agreements of the District in the Bond Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in the Bond Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;

(c) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by the Bond Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under such Bond Resolution;

(d) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in such Bond Resolution; or

(e) To amend or supplement such Bond Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners of the applicable series of 2025 Bonds.

### **Unclaimed Moneys**

Anything in each Bond Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the 2025 Bonds which remain unclaimed for one (1) year after the date when such 2025 Bonds have become due and payable, either at their stated maturity dates or by

call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such 2025 Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the 2025 Bond Owners shall look only to the District for the payment of such 2025 Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such 2025 Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

### **ESTIMATED SOURCES AND USES OF FUNDS**

The estimated sources and uses of funds in connection with the 2025 Bonds are as follows:

<i><b>Sources of Funds</b></i>	<i><b>Measure U 2025 Bonds</b></i>	<i><b>Measure T 2025 Bonds</b></i>	<i><b>Refunding Bonds</b></i>	<i><b>Total</b></i>
Principal Amount of 2025 Bonds				
[Plus] [Net] Original Issue [Premium]				
Total Sources of Funds				
 <i><b>Uses of Funds</b></i>				
Building Fund <sup>(1)</sup>				
Measure U Debt Service Fund <sup>(2)</sup>				
Measure T Debt Service Fund <sup>(3)</sup>				
Escrow Fund <sup>(4)</sup>				
Underwriter's Discount				
Costs of Issuance <sup>(5)</sup>				
Total Uses of Funds				

<sup>(1)</sup> Used to finance improvements to and the acquisition of equipment and furnishings for various schools within the District. See "THE 2025 BONDS—Application of 2025 Bond Proceeds."

<sup>(2)</sup> Used to pay a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\*.

<sup>(3)</sup> Used to pay a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\*.

<sup>(4)</sup> Used to defease and redeem the Refunded Bonds. See "THE 2025 BONDS—Application of 2025 Bond Proceeds—Refunding Bonds."

<sup>(5)</sup> Represents all costs of issuance, including bond insurance premium, legal fees, printing costs, the costs and fees of the Paying Agent and Municipal Advisor, and other costs of issuance of the 2025 Bonds.

## DEBT SERVICE SCHEDULES

The following table sets forth the annual debt service on the Measure U 2025 Bonds (assuming no earlier optional redemption):

### MEASURE U 2025 BONDS

<i>Period Ending (August 1)</i>	<i>Annual Principal Payment</i>	<i>Annual Interest Payment</i>	<i>Total</i>
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<b>Total</b>			
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The following table sets forth the annual debt service on the Measure T 2025 Bonds (assuming no earlier optional redemption):

**MEASURE T 2025 BONDS**

<i><b>Period Ending (August 1)</b></i>	<i><b>Annual Principal Payment</b></i>	<i><b>Annual Interest Payment</b></i>	<i><b>Total</b></i>
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**Total**

The following table sets forth the annual debt service on the Refunding Bonds (assuming no earlier optional redemption):

**REFUNDING BONDS**

<i><b>Period Ending (August 1)</b></i>	<i><b>Annual Principal Payment</b></i>	<i><b>Annual Interest Payment</b></i>	<i><b>Total</b></i>
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**Total**

The following table summarizes the aggregate annual debt service requirements for all of the general obligation bonds of the District that will be outstanding following the issuance of the 2025 Bonds (assuming no optional redemptions).

**San Ysidro School District  
Aggregate Annual Debt Service<sup>(1)</sup>**

<i><b>Year Ending (August 1)</b></i>	<i><b>Outstanding General Obligation Bonds</b></i>	<i><b>2025 Bonds</b></i>	<i><b>Total</b></i>
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**Total**

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<sup>(1)</sup> Amounts rounded to the nearest dollar.

**BOND INSURANCE**

*The information under this caption has been prepared by the Insurer for inclusion in this Official Statement. The District has not reviewed this information or any information referred to herein and the District does not make any representation with respect to the accuracy or completeness thereof. The following information is not complete and reference is made to Appendix H for a specimen of the Policy.*

**[TO COME]**

## SECURITY FOR THE 2025 BONDS

Upon issuance, the 2025 Bonds shall constitute general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes levied to repay the 2025 Bonds and other amounts on deposit in the Debt Service Fund for each series of the 2025 Bonds which includes interest funded with 2025 Bond proceeds. Such *ad valorem* property taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, and for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds due and payable in the next succeeding bond year (less amounts on deposit in the applicable Debt Service Fund). Each Bond Resolution irrevocably pledges as security for the applicable series of 2025 Bonds the proceeds from the levy of the *ad valorem* property tax which are collected and allocated to the payment of the 2025 Bonds outstanding thereunder together with amounts on deposit in the applicable Debt Service Fund. See “TAX BASE FOR REPAYMENT OF 2025 BONDS” herein.

The District has several issues of general obligation bonds outstanding (collectively, the “Outstanding General Obligation Bonds”), all of which, together with 2025 Bonds, are issued on a parity with each other. See “DEBT SERVICE SCHEDULE” above. The Outstanding General Obligation Bonds are currently outstanding in the aggregate principal amount of \$134,592,718 (exclusive of accreted interest on capital appreciation bonds).

The Outstanding General Obligation Bonds are payable from *ad valorem* property taxes levied on taxable property within the District to repay such bonds. The amount of the annual *ad valorem* tax levied to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the 2025 Bonds and the Outstanding General Obligation Bonds in any year. Fluctuations in the annual debt service on the 2025 Bonds and the Outstanding General Obligation Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate. These factors include, but are not limited to, a general market decline in real property values due to economic or other conditions, outbreak of disease, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the federal government, the State of California (the “State”) and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by a natural or manmade disaster, such as earthquake, flood, wildfire or toxic contamination.

The assessed valuation of property in the District is \$10,741,273,977 for fiscal year 2024-25. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—Historical Data Concerning District Tax Base.” While the assessed valuation of property in the District has increased over recent years, future declines in real estate values in southern California, natural disasters (including those described below), the departure of major taxpayers or other factors, including a future pandemic, natural disaster or economic recession, could result in lower assessed values in the District, a higher annual tax rate within the District and a higher level of delinquencies in tax payments. The County has adopted the Teeter Plan (defined below). As a result, the District’s receipt of property taxes is not subject to delinquencies. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—*Ad Valorem* Property Taxation—*Teeter Plan*.”

Economic and other factors beyond the District’s control, such as general market decline in property values, the outbreak of disease, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire (including wildfire), drought, flood, sea level rise, climate change, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rates

levied by the County to pay the debt service with respect to the Bonds. See “THE 2025 BONDS – Security and Sources of Payment” herein.

***Seismic Events.*** The District is located in a seismically active region. Active earthquake faults include the Rose Canyon Fault that runs near the District. An earthquake of large magnitude could result in extensive damage to property within the District and could adversely affect the assessed valuation of property within the District, or more generally the region’s economy.

***Drought.*** California has experienced cyclical severe drought conditions over the past several years. Most recently, in April 2021, the Governor announced regional drought emergencies in two Northern California counties following two years of dry conditions. These drought emergencies were eventually expanded to include all California counties by October of 2021. Among other actions, the Governor also issued Executive Order N0-27-22, which directed the State Water Control Board to issue drought declarations, including a recommendation to have urban water suppliers initiate water shortage contingency plans. Significant snowfall and precipitation in the State commencing in January 2023 have generally eliminated most of the State’s drought conditions. In addition, on March 24, 2023, the Governor rescinded most of his emergency drought declarations, including Executive Order N0-27-22. The District cannot predict if there will be future drought conditions and related water usage restrictions imposed in the future.

***Wildfires.*** Major wildfires have occurred in recent years in different regions of the State, including most recently in Los Angeles County. The District has not sustained any property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the County and the State due to fire damage. The Governor has previously signed a number of measures into law intended to address a variety of issues related to mitigating the risk of wildfires, including forest management, mutual aid for fire departments, emergency alerts and other safety mandates. Property damage due to wildfire could result in a significant decrease in the assessed value of property in the District.

***Climate Change.*** In addition to the events described above, climate change caused by human activities may have adverse effects on the assessed value of property within the District. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, many scientists expect that climate change will intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods, heat waves, and rising sea levels. Projections of the impact of global climate change are complex and depend on a variety of factors outside of the District’s control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when or if adverse impacts of climate change will occur or the extent of such impacts.

***Public Health Emergencies.*** In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 (“COVID-19”), an upper respiratory tract illness, that spread across the globe. The ultimate impact of COVID-19 on the District’s operations and finances and the economy, real estate market, development within the District and tax collections may not be fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the District’s operations and finances. In addition, the District cannot predict whether future pandemics will occur and whether any such pandemics may impact its finances or operations. As of this date, several vaccines have been provided approval by federal health authorities and are widely available, and both the national emergency and state of emergency have officially ended, and the World Health Organization declared an end to the COVID-19 global health emergency.

It is not possible for the District to make any representation regarding the extent to which natural disasters, including earthquakes, drought, wildfires and public health emergencies could cause reduced economic



activity within the boundaries of the District or the extent to which natural disasters may impact the value of taxable property within the District.

***Investment of Bond Proceeds.*** Monies held in the Building Funds and the Debt Service Funds established under the Bond Resolutions may be invested in any investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that monies in the Building Funds and the Debt Service Funds will be invested in the San Diego County Treasury Pool. See APPENDICES F and G hereto.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

### **TAX BASE FOR REPAYMENT OF THE 2025 BONDS**

The information in this section describes *ad valorem* property taxation, assessed valuation, and other measures of the tax base of the District. The 2025 Bonds are payable solely from *ad valorem* taxes levied and collected by the County on taxable property in the District and interest funded with 2025 Bond proceeds. The District's General Fund is not a source for the repayment of the 2025 Bonds.

#### ***Ad Valorem Property Taxation***

The collection of property taxes is significant to the District and the owners of the 2025 Bonds in two respects. First, amounts allocated to the District from the general 1% *ad valorem* property tax levy, which is levied in accordance with Article XIII A of the California Constitution and its implementing legislation, funds a portion of the District's budget which is used to operate the District's educational program. See "DISTRICT FINANCIAL MATTERS—Revenue Sources" below. Second, the Board of Supervisors of the County will levy and collect *ad valorem* taxes on all taxable parcels within the District which are pledged specifically to the repayment of the 2025 Bonds and the Outstanding General Obligation Bonds. All of the District's Outstanding General Obligation Bonds are issued on parity with one another and the 2025 Bonds will be on a parity with the Outstanding General Obligation Bonds with respect to the *ad valorem* property tax levy. As described below, the general *ad valorem* property tax levy and the additional *ad valorem* property tax levy pledged to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be collected on the annual tax bills distributed by the County to the owners of parcels within the boundaries of the District.

***Method of Property Taxation.*** Beginning in fiscal year 1978-79, Article XIII A and its implementing legislation permitted each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness) and prescribed how levies on county-wide property values were to be shared with local taxing entities within each county. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law, however, provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

For purposes of allocating a county's 1% base property tax levy, future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, up to 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" sources from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in the tax bases in such entities may be affected by the existence of successor agencies to prior redevelopment agencies which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts \$7,000 of the assessed valuation of an owner-occupied

principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is made up by the State.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in a county as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the county assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer-Tax Collector of the county levying the tax.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessory interests belonging or assessed to the delinquent taxpayer.

***District Assessed Valuation.*** Both the general 1% *ad valorem* property tax levy and the additional *ad valorem* levy for the 2025 Bonds and the Outstanding General Obligation Bonds are based upon the assessed valuation of the parcels of taxable property in the District. Property taxes allocated to the District are collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. The assessed valuation of each parcel of property is the same for both District and County taxing purposes. The valuation of secured property by the County is established as of January 1, and is subsequently equalized in September of each year, when tax bills are mailed to property owners.

***Appeals and Adjustments of Assessed Valuations.*** Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or filed in the future or blanket reassessments initiated by the County Assessor will not significantly reduce the assessed valuation of property within the District.

***Taxation of State-Assessed Utility Property.*** A portion of property tax revenue of the District is derived from utility property subject to assessment by the State Board of Equalization (“SBE”). State-assessed property, or “unitary property,” is property of a utility system with components located in many taxing jurisdictions that are assessed as part of a “going concern” rather than as individual pieces of real or personal property. The assessed value of unitary and certain other state-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

***Teeter Plan.*** Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their secured tax roll levies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has adopted the Teeter Plan, and consequently the Teeter Plan is available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore not subject to delinquencies so long as the Teeter Plan remains in effect. The District can give no assurance that the Teeter Plan will remain in effect, in its present form, during the term of the 2025 Bonds. However, the District is not presently aware of any plans by the County to discontinue the Teeter Plan.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least 55% of the participating revenue districts in the County. In addition, the Board of Supervisors of the County may determine to discontinue the Teeter Plan with respect to any levying agency in the County if the Board of Supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. In the event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

The District is not aware of any intention on the part of the County, or formal actions taken thereby, to terminate the Teeter Plan, as now in effect in the County. There can be no assurance that the County will always maintain the Teeter Plan or will have sufficient funds available to distribute the full amount of the District’s share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District’s or the County’s control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

## Historical Data Concerning District Tax Base

The information provided in Tables 1 through 5 below has been provided by California Municipal Statistics, Inc., an independent consulting firm. Neither the District nor the Underwriter has independently verified this information and does not guarantee its accuracy.

Property within the District has a total assessed valuation for fiscal year 2024-25 of \$10,741,273,977. Table 1A below provides a ten-year history of assessed valuations in the District.

**TABLE 1A**  
**ASSESSED VALUATIONS**  
**Fiscal Year 2015-16 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Local Secured</i>	<i>Utility</i>	<i>Unsecured</i>	<i>Total</i>
2015-16	\$3,975,323,264	\$395,575,500	\$ 335,096,027	\$ 4,705,994,791
2016-17	4,233,723,049	565,408,500	319,677,412	5,118,808,961
2017-18	4,564,383,373	659,000,500	353,972,213	5,577,356,086
2018-19	4,859,598,324	582,900,872	351,728,465	5,794,227,661
2019-20	5,295,926,675	593,000,872	330,055,585	6,218,983,132
2020-21	5,674,363,779	583,200,872	391,845,001	6,649,409,652
2021-22	6,133,616,953	608,600,872	436,817,426	7,179,035,251
2022-23	7,221,932,557	581,683,872	882,393,179	8,686,009,608
2023-24	8,153,613,257	567,270,872	1,065,643,539	9,786,527,668
2024-25	9,087,458,530	566,516,572	1,087,298,875	10,741,273,977

Sources: California Municipal Statistics, Inc.; County Auditor-Controller.

Table 1B below presents the fiscal year 2024-25 assessed valuation within the District by jurisdiction.

**TABLE 1B**  
**FISCAL YEAR 2024-25 ASSESSED VALUATION BY JURISDICTION**  
**San Ysidro School District**

<i>Jurisdiction</i>	<i>Assessed Valuation in District</i>	<i>% of District</i>	<i>Assessed Valuation of Jurisdiction</i>	<i>% of Jurisdiction in District</i>
City of San Diego	\$ 8,233,264,129	76.65%	\$ 352,818,698,692	2.32%
Unincorporated San Diego County	<u>2,508,009,848</u>	<u>23.35</u>	103,742,600,350	2.42
Total District	\$ 10,741,273,977	100.00%		
San Diego County	\$ 10,741,273,977	100.00%	\$ 741,281,955,804	1.45%

Sources: California Municipal Statistics, Inc.

## Tax Levies and Delinquencies

Table 2 summarizes the 1% general *ad valorem* tax levy and the debt service levy for the District's general obligation bonds within the District for fiscal years 2019-20 through 2023-24. Under the terms of the County's Teeter Plan for so long as the Teeter Plan stays in effect and the District is a participant, the District is paid 100% of the secured tax levy each year by the County and the County takes responsibility for collecting delinquencies and keeps penalties and interest collected from delinquent parcels.

**TABLE 2**  
**SECURED PROPERTY TAX CHARGES**  
**San Ysidro School District<sup>(1)</sup>**

	<b><i>1% General Ad Valorem Secured Tax Charges Levied<sup>(2)</sup></i></b>	<b><i>GO Bonds Debt Service Secured Tax Charges Levied<sup>(3)</sup></i></b>
2019-20	\$19,083,968.07	\$ 5,704,226.07
2020-21	20,407,776.37	9,201,092.01
2021-22	22,536,212.64	9,222,286.40
2022-23	27,699,839.98	6,686,219.97
2023-24	31,354,772.06	10,179,398.16

<sup>(1)</sup> San Diego County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest. The County may, at any time, and subject to certain conditions, discontinue use of the Teeter Plan. See “—*Ad Valorem* Property Taxation – Teeter Plan” above.

<sup>(2)</sup> 1% *ad valorem* tax levy. Excludes additional *ad valorem* property taxes levied to pay voter approved General Obligation Bonds.

<sup>(3)</sup> District’s general obligation bonds debt service levy.

Source: California Municipal Statistics, Inc.

### **Tax Rates**

There are a total of 49 tax rate areas in the District. The tables below summarize the total *ad valorem* tax rates levied by all taxing entities in a typical Tax Rate Area (a “TRA”) from fiscal year 2020-21 to fiscal year 2024-25 for the portion of the District that lies within the City of San Diego and the portion of the District that lies in unincorporated San Diego County.

**TABLE 3A**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 8-215)**  
**San Ysidro School District**  
**Within the City of San Diego**

	<b><i>2020-21</i></b>	<b><i>2021-22</i></b>	<b><i>2022-23</i></b>	<b><i>2023-24</i></b>	<b><i>2024-25<sup>(1)</sup></i></b>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Comm. College District	0.02792	0.04854	0.04215	0.04581	0.04377
City of San Diego	0.00500	0.00500	0.00500	0.00500	0.00500
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23801%	1.20552%	1.23617%	1.23577%

<sup>(1)</sup> Fiscal year 2024-25 assessed valuation of TRA 8-215 is \$2,809,684,927 which is 26.16% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

**TABLE 3B**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 84-035)**  
**San Ysidro School District**  
**Within Unincorporated San Diego County**

	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>	<i>2023-24</i>	<i>2024-25<sup>(1)</sup></i>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Community College District	0.02792	0.04854	0.04215	0.04581	0.04377
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23301%	1.19714%	1.23117%	1.23077%

<sup>(1)</sup> Fiscal year 2024-25 assessed valuation of TRA 84-035 is \$474,350,660 which is 4.42% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

### **Largest Taxpayers**

Table 4 below lists the 20 largest secured property taxpayers within the District measured by secured assessed valuation for the 2024-25 fiscal year.

**TABLE 4**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Twenty Largest 2024-25 Local Secured Property Taxpayers**

<i>Property Owner</i>	<i>Primary Land Use</i>	<i>2024-25 Secured Assessed Valuation</i>	<i>% of Total<sup>(1)</sup></i>
1. Amazon.Com Services LLC	Industrial	\$ 347,100,146	3.82%
2. Chelsea San Diego Finance LLC	Shopping Center	232,508,155	2.56
3. Greenfield Village LLC	Apartments	178,969,679	1.97
4. Eastgroup Properties	Industrial	164,171,729	1.81
5. LIPT Sanyo Avenue LLC	Industrial	162,926,640	1.79
6. Corrections Corporation of America	Correctional Facility	161,688,880	1.78
7. CH Realty X-ELC I Otay Mesa Business Park	Industrial	147,003,012	1.62
8. Otay Enrico Industrial LLC	Industrial	133,380,180	1.47
9. Majestic Sunroad II LLC	Industrial	131,427,361	1.45
10. Piper Ranch Industrial LLC	Industrial	129,373,230	1.42
11. RREEF CPIF 1210 1320 Air Wing Road CA LLC	Industrial	90,610,000	1.00
12. Harvest Road Investors LLC	Industrial	84,950,317	0.93
13. Otay-Tijuana Venture LLC	Industrial	81,588,543	0.90
14. Casoleil Del LLC	Apartments	80,889,171	0.89
15. HUSPP BFTP I LP	Industrial	80,370,900	0.88
16. Mahogany Property Owner LLC	Industrial	78,653,900	0.87
17. Ajinomoto Windsor Inc.	Industrial	78,404,361	0.86
18. TREA Frontera Business Park LLC	Industrial	72,843,446	0.80
19. PPF Sudberry Ocean View Hills LP	Industrial	70,360,935	0.77
20. CRP/PD C Piper Otay Owner LLC	Industrial	<u>64,940,949</u>	<u>0.71</u>
		\$2,572,161,534	28.30%

<sup>(1)</sup> Fiscal year 2024-25 local secured assessed valuation (excluding tax-exempt property): \$9,087,458,530.

Source: California Municipal Statistics, Inc.

The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in the aggregate may be larger than is suggested by the above below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

### Assessed Valuation by Land Use

Table 5 describes the District's land use by type in fiscal year 2024-25, which reflects that 32.99% of the total secured assessed valuation is for residential property and 67.01% for nonresidential property.

**TABLE 5**  
**SAN YSIDRO SCHOOL DISTRICT**  
**2024-25 Secured Assessed Valuation and Parcels by Land Use**

	<i>2024-25 Secured Assessed Valuation <sup>(1)</sup></i>	<i>% of Total</i>	<i>No. of Parcels</i>	<i>% of Total</i>
<u>Non-Residential:</u>				
Agricultural/Rural	\$ 77,187,292	0.85%	145	1.88%
Commercial	1,176,838,254	12.95	256	3.33
Vacant Commercial	60,516,183	0.67	70	0.91
Industrial	4,005,441,919	44.08	649	8.43
Vacant Industrial	634,756,077	6.98	329	4.27
Recreational	35,561,419	0.39	3	0.04
Government/Social/Institutional	99,052,478	1.09	215	2.79
Subtotal Non-Residential	<u>\$ 6,089,353,622</u>	<u>67.01%</u>	<u>1,667</u>	<u>21.66%</u>
<u>Residential:</u>				
Single Family Residence	\$ 1,643,539,650	18.09%	3,403	44.22%
Condominium/Townhouse	671,152,001	7.39	2,029	26.36
Mobile Home	11,520,126	0.13	179	2.33
Mobile Home Park	28,780,419	0.32	6	0.08
2-4 Residential Units	60,182,397	0.66	167	2.17
5+ Residential Units/Apartments	505,230,986	5.56	104	1.35
Miscellaneous Residential Improvements	1,803,027	0.02	41	0.53
Vacant Residential	75,896,302	0.84	100	1.30
Subtotal Residential	<u>\$ 2,998,104,908</u>	<u>32.99%</u>	<u>6,029</u>	<u>78.34%</u>
Total	\$2,998,104,908	100.00%	7,696	100.00%

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

Source: California Municipal Statistics, Inc.



Table 6 provides certain information with respect to the assessed values of the single family homes located within the District. Single family homes represent 18.09% of the total local secured assessed valuations in fiscal year 2024-25.

**Table 6**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Per Parcel Fiscal Year 2024-25 Secured Assessed Valuation of Single Family Homes**

	<i>No. of Parcels</i>	<i>Fiscal Year 2024-25 Assessed Valuation</i>	<i>Average Assessed Valuation</i>	<i>Median Assessed Valuation</i>
Single Family Residential	3,403	\$1,643,539,650	\$482,968	\$460,630

<i>Fiscal Year 2023-24 Assessed Valuation</i>	<i>No. of Parcels<sup>(1)</sup></i>	<i>% of Total</i>	<i>Cumulative % of Total</i>	<i>Total Valuation</i>	<i>% of Total</i>	<i>Cumulative % of Total</i>
\$0 - \$49,999	43	1.264	1.264	\$ 1,563,028	0.095%	0.095%
\$50,000 - \$99,999	121	3.557	5.085	8,242,988	0.52	0.647
\$100,000 - \$149,999	76	2.233	7.728	9,628,983	0.586	1.262
\$150,000 - \$199,999	139	4.085	11.813	24,308,860	1.479	2.741
\$200,000 - \$249,999	191	5.613	17.426	42,960,814	2.614	5.355
\$250,000 - \$299,999	262	7.699	25.125	71,912,222	4.375	9.730
\$300,000 - \$349,999	204	5.995	31.120	66,183,400	4.027	13.757
\$350,000 - \$399,999	277	8.140	39.259	104,119,395	6.335	20.092
\$400,000 - \$449,999	286	8.404	47.664	121,769,723	7.409	27.501
\$450,000 - \$499,999	309	9.080	56.744	146,302,092	8.902	36.403
\$500,000 - \$549,999	291	8.551	65.295	152,608,024	9.285	45.688
\$550,000 - \$599,999	285	8.375	73.670	163,652,352	9.957	55.645
\$600,000 - \$649,999	195	5.730	79.401	121,664,780	7.403	63.048
\$650,000 - \$699,999	170	4.996	84.396	114,826,699	6.987	70.035
\$700,000 - \$749,999	150	4.408	88.804	108,520,504	6.603	76.637
\$750,000 - \$799,999	107	3.144	91.948	82,853,400	5.041	81.679
\$800,000 - \$849,999	91	2.674	94.622	74,967,808	4.561	86.240
\$850,000 - \$899,999	44	1.293	95.915	38,539,057	2.345	88.585
\$900,000 - \$949,999	57	1.675	97.590	52,388,632	3.188	91.772
\$950,000 - \$999,999	28	0.823	98.413	27,223,908	1.656	93.429
\$1,000,000 and greater	<u>54</u>	<u>1.587</u>	<u>100.000</u>	<u>108,000,472</u>	<u>6.571</u>	<u>100.000</u>
	3,403	100.00%		\$ 1,643,539,650	100.00%	

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

## THE DISTRICT

### Introduction

The District is located in the southernmost region of the County, adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately \_\_\_\_ residents. Most of the District's territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.

## Board of Education

The District is governed by a five member Board. Members are elected to serve alternating four-year terms.

**Table 7**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Board of Education**

<i>Name</i>	<i>Term Expires</i>
Zenaida Rosario, President	December 2026
Antonio Martinez, Vice President	December 2028
Irene Lopez, Clerk	December 2026
Martin Arias, Member	December 2026
Kenia Peraza, Member	December 2028

Source: San Ysidro School District.

## Superintendent and Administrative Personnel

The District Superintendent (the “Superintendent”) is the chief executive officer of the District and is appointed by the Board to manage the day-to-day operations of the District. Dr. Gina Potter serves as the Superintendent. Brief biographical information for the Superintendent and the Chief Business Official of the District is set forth below.

***Gina A. Potter, Ed.D., Superintendent.*** Dr. Potter was appointed Superintendent of the District in May 2018. Prior to her appointment as Superintendent of the District, Dr. Potter served in various capacities at the Lemon Grove School District, including as Deputy Superintendent, Assistant Superintendent of Business Services, and principal. Dr. Potter has served in the education field for approximately 33 years. Dr. Potter earned her Bachelor of Arts in Rhetoric, Political and Legal Discourse, from the University of California at Berkeley. She received her Master’s Degree of Education at the University of California, Los Angeles and her doctoral degree in Educational Leadership from the University of California, San Diego, San Diego State University and California State University San Marcos Joint Doctoral Program.

***Marilyn Adrianzen, Chief Business Official.*** Ms. Adrianzen was appointed as the Chief Business Official of the District in July 2018. Ms. Adrianzen has 28 years of finance and accounting experience, and previously served as the Director of Fiscal Services for two local school districts. Ms. Adrianzen holds a Bachelor of Accountancy from the University of San Diego and a certificate of completion from the San Diego County Office of Education Finance Director and Small District Manager Academy.

## Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units which are to be represented by an exclusive bargaining agent.

The teachers of the District (certificated personnel) are represented by the San Ysidro Education Association (the “SYEA”). The SYEA contract with the District expires on June 30, 2025.

As of June 30, 2024, the District employed 260 full-time equivalent (“FTE”) SYEA certificated employees with a total covered payroll of approximately \$37.0 million and an additional 19 FTE non-SYEA certificated employees. Table 8 below lists the number of FTE certificated employees for the previous five fiscal years.

**Table 8**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Certificated Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of SYEA Employees</b></i>	<i><b>Number of Non-SYEA Employees</b></i>
2019-20	265.5	17
2020-21	235.0	17
2021-22	264.0	17
2022-23	265.0	17
2023-24	260.0	19

Source: The District.

The California School Employees Association (“CSEA”) has been selected as the exclusive bargaining agent for non-teaching (classified) personnel. The current contract with CSEA expires on June 30, 2025.

As of June 30, 2024, the District employed 221 FTE CSEA classified employees with a total covered payroll of approximately \$22.0 million and an additional 9 non-CSEA employees. Table 9 below lists the number of FTE classified employees for the previous five fiscal years.

**Table 9**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Classified Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of CSEA Employees<sup>(1)</sup></b></i>	<i><b>Number of Non-CSEA Employees</b></i>
2019-20	208.93	14
2020-21	201.90	13
2021-22	194.72	12
2022-23	217.50	11
2023-24	221.00	9

Source: The District.

## **Retirement Systems**

*This section contains certain information relating to the Public Employees’ Retirement System (“PERS”) and the State Teachers’ Retirement System (“STRS”). The information is primarily derived from information publicly available from PERS and STRS, their independent accountants and their actuaries. The District has not independently verified the information regarding PERS and STRS and makes no representations nor expresses any opinion as to the accuracy of the information publicly available from PERS and STRS.*

*The comprehensive annual financial reports of PERS and STRS are available on their websites at [www.calpers.ca.gov](http://www.calpers.ca.gov) and [www.calstrs.ca.gov](http://www.calstrs.ca.gov), respectively. The PERS and STRS websites also contain the most recent actuarial valuation reports, as well as other information concerning benefits and other matters. Such information is not incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

**District Contributions to STRS and PERS and Net Pension Liability.** District employees are members of two retirement systems, as described below. Certificated personnel are generally members of STRS and

classified personnel are generally members of PERS. The District's employees and the District are required to make annual contributions to STRS and PERS.

The District's employer contribution to STRS was \$4,436,097, \$5,621,835 and \$5,567,497 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its Second Interim Report for fiscal year 2024-25 (the "2024-25 Second Interim Report"), which projects fiscal year 2024-25 revenues and expenditures based on results through January 31, 2025, the District projects a STRS employer contribution of \$\_\_\_\_\_ in fiscal year 2024-25. The foregoing amounts do not include on-behalf contributions towards STRS made by the State.

The District's employer contribution to PERS was \$2,533,413, \$2,978,227 and \$3,432,906 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects a PERS employer contribution of \$\_\_\_\_\_.

The District's net pension liability was \$62,061,554 at June 30, 2024, of which \$37,394,909 was attributable to STRS and \$24,666,645 to PERS.

The District's proportionate shares of the net pension liabilities, pension expense and deferred inflow of resources for STRS and PERS and a deferred outflow of resources for STRS and PERS, as of June 30, 2024, are as shown in the following table:

**SPECIFIC PENSION PLAN INFORMATION AS OF JUNE 30, 2024**

<i><b>Pension Plan</b></i>	<i><b>Net Pension Liability</b></i>	<i><b>Deferred Outflows Related to Pensions</b></i>	<i><b>Deferred Inflows Related to Pensions</b></i>	<i><b>Pension Expense</b></i>
STRS	\$ 37,394,909	\$ 15,444,947	\$ (4,166,976)	\$ 5,433,244
PERS	<u>24,666,645</u>	<u>8,535,295</u>	<u>(1,748,126)</u>	<u>3,334,553</u>
Total	<u>\$ 62,061,554</u>	<u>\$ 23,980,242</u>	<u>\$ (5,915,102)</u>	<u>\$ 8,767,797</u>

Source: San Ysidro School District.

For additional information regarding the District's participation in STRS and PERS, see Note M to the District's audited financial statements for fiscal year 2023-24 attached as Appendix B hereto.

The District can make no representations regarding the future program liabilities of STRS or PERS, or whether the District will be required to make additional contributions to STRS and PERS in the future above those amounts currently projected as described below.

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of STRS. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is a multiple-employer defined benefit plan which is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employer, employee or State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of

the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 (“AB 1469”) into law as a part of the State’s fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), by June 30, 2046, by increasing member, K-14 school district and State contributions to STRS. Recent employee (member) contribution rates are set forth in the table below.

**Table 10**  
**MEMBER CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>STRS Members Hired Prior to January 1, 2013</i>	<i>STRS Members Hired After January 1, 2013</i>
July 1, 2014	8.15%	8.150%
July 1, 2015	9.20	8.560
July 1, 2016	10.25	9.205
July 1, 2017	10.25	9.205
July 1, 2018	10.25	10.205
July 1, 2019	10.25	10.205
July 1, 2020	10.25	10.205
July 1, 2021	10.25	10.205
July 1, 2022	10.25	10.205
July 1, 2023	10.25	10.205
July 1, 2024	10.25	10.205

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Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members (the “PEPRA Members”) hired after January 1, 2013 (the “Implementation Date”) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. This adjustment does not apply to members (the “Classic Members”) hired before the Implementation Date. For fiscal year commencing July 1, 2024, the contribution rate will be 10.250% for Classic Members and 10.205% for PEPRA Members, as shown above.

Pursuant to AB 1469, K-14 school districts’ employer contribution rates increased over a seven-year phase-in period in accordance with the schedule set forth in the table below.

**Table 11**  
**K-14 SCHOOL DISTRICT CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>K-14 School Districts<sup>(1)</sup></i>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

<sup>(1)</sup> Percentage of eligible salary expenditures to be contributed.  
Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' employer contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 ("SB 90") into law as a part of the State's fiscal year 2019-20 Budget. Pursuant to SB 90, the State Legislature appropriated \$2.246 billion to be transferred to the Teacher's Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21, resulting in employer contribution rates of 17.1% in fiscal year 2019-20 and 18.4% in fiscal year 2020-21. In addition, the State made a contribution of \$1.117 billion to be allocated to reduce the employer's share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. This additional payment was reflected in the June 30, 2020 actuarial valuation. Subsequently, the State's fiscal year 2020-21 Budget redirected \$2.3 billion previously appropriated to STRS and PERS pursuant to SB 90 for long-term unfunded liabilities to further reduce the employer contribution rates in fiscal years 2020-21 and 2021-22. As a result, the effective employer contribution rate was 16.15% in fiscal year 2020-21 and 16.92% in fiscal year 2021-22. The employer contribution rate was 19.1% in fiscal years 2022-23 and 2023-24, and is 19.1% in fiscal year 2024-25.

The State also contributes to STRS in an amount equal to 8.328% for fiscal year 2024-25. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. However, the maximum increase or decrease in a given year is limited to 0.5% of payroll under the STRS valuation policy. Once the State has eliminated its share of the STRS' unfunded actuarial obligation, the State contribution will be immediately reduced to the base contribution rate of 2.017% of payroll.

In addition, the State is currently required to make an annual General Fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the “SBPA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

**PERS.** Classified employees working four or more hours per day are members of PERS. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund (“PERF”). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2024 included 1,601 public agencies and 1,336 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for “classified employees,” which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the “Schools Pool”).

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The employer contribution rate was 25.37% in fiscal year 2022-23, 26.68% in fiscal year 2023-24, and 27.05% in fiscal year 2024-25. Classic Members contribute at a rate established by statute, which was 7% in fiscal year 2023-24 and is 7% in fiscal year 2024-25, while PEPRA Members contribute at an actuarially determined rate, which was 8% in fiscal year 2023-24. For the Schools Pool Actuarial Valuation as of June 30, 2024 (the “2024 PERS Actuarial Valuation”), the total normal cost did not change by more than 1% relative to the basis currently in effect, therefore the PEPRA Member contribution rate remains 8% in fiscal year 2024-25. See “—California Public Employees’ Pension Reform Act of 2013” herein.

***State Pension Trusts.*** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. STRS and PERS each maintain a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). The information presented in such financial reports and on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The table below summarizes information regarding the recent actuarially-determined accrued liability for both STRS and PERS (Schools Pool). Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

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**Table 12**  
**Funded Status**  
**STRS (Defined Benefit Program) and PERS (School Pool)**  
**(Dollar Amounts in Millions)<sup>(1)</sup>**  
**Fiscal Years 2016-17 through 2022-23**

<b>STRS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)<sup>(4)</sup></i>	<i>Unfunded Liability (AVA)<sup>(4)(5)</sup></i>
2016-17	\$286,950	\$197,718	\$103,468	\$179,689	\$107,261
2017-18	297,603	211,367	101,992	190,451	107,152
2018-19	310,719	225,466	102,636	205,016	105,703
2019-20	322,127	233,253	107,999	216,252	105,875
2020-21	332,082	292,980	60,136	242,363	89,719
2021-22	346,089	283,340	85,803	257,537	88,552
2022-23	359,741	299,148	85,571	273,155	86,586
<b>PERS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)</i>	<i>Unfunded Liability (AVA)</i>
2016-17	\$ 84,416	\$60,865	\$23,551	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2017-18	92,071	64,846	27,225	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2018-19 <sup>(7)</sup>	99,528	68,177	31,351	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2019-20 <sup>(8)</sup>	104,062	71,400	32,662	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2020-21	110,507	86,519	23,988	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2021-22	116,982	79,386	37,596	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2022-23	124,924	84,292	40,632	-- <sup>(6)</sup>	-- <sup>(6)</sup>

(1) Amounts may not sum to totals due to rounding.

(2) Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

(3) Unfunded Liability (MVA) is equal to the Accrued Liability column minus the Value of Trust Assets (MVA) column minus the amount deposited in the Supplemental Benefits Maintenance Account reserve, which is not available to provide benefits under the STRS Defined Benefit Program.

(4) Based on actuarial value of assets.

(5) Unfunded Liability (AVA) is equal to the Accrued Liability column minus the Value of Trust Assets (AVA) column.

(6) Effective with the June 30, 2014 valuation, PERS no longer uses an actuarial valuation of assets.

(7) For fiscal year 2020-21, the State made an additional \$430 million contribution pursuant to Assembly Bill 84/Senate Bill 111 ("AB 84"), which additional contribution did not directly impact the actuarially determined contribution as it was not yet in the Schools Pool by the June 30, 2019 actuarial valuation date. The additional State contribution was treated as an advance payment toward the unfunded accrued liability contribution with required employer contribution rate correspondingly reduced.

(8) For fiscal year 2021-22, the impact of the additional \$330 million State contribution made pursuant to AB 84 was directly reflected in the actuarially determined contribution, because the additional payment was in the Schools Pool as of the June 30, 2020 actuarial valuation date, which served to reduce the required employer contribution rate by 2.16% of payroll.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2007 through June 30, 2022) (the "2024 Experience Analysis"), on January 10, 2024, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2023 (the "2023 STRS Actuarial Valuation"). The payroll growth assumption was decreased to 3.25% from 3.50% due to the projected need for fewer teachers due to projected declining enrollment in the State over the next 20 years, while the following actuarial assumptions remained unchanged since the prior Experience Analysis: (i) long-term investment return (7.0%) and (ii) price inflation (2.75%). Certain demographic assumptions were also updated, including changing the assumed life expectancy

of STRS retirees to more closely reflect recent trends. The 2023 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

The 2023 STRS Actuarial Valuation reports that, based on an actuarial value of assets, the unfunded actuarial obligation decreased by approximately \$1.966 billion since the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2022 (the “2022 STRS Actuarial Valuation”), and the funded ratio increased by 1.50% to 75.9% over such time period. The main reason for the increase in the funded ratio were the expected year-to-year change due to contributions received to pay down the unfunded actuarial accrued liability and the new actuarial assumptions (primarily the mortality assumption change) that were adopted for use in the 2023 STRS Actuarial Valuation. The STRS Board has no authority to adjust rates to pay down the portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990 (the “Unallocated UAO”). There was a small decrease in the surplus (a negative unfunded actuarial obligation) for the Unallocated UAO from \$359 million as of June 30, 2022 to \$356 million as of June 30, 2023.

According to the 2023 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2044 of 100.7%. This finding assumes adjustments to contribution rates in line with the funding plan and STRS Board policies, the future recognition of the currently deferred asset gains, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

On November 7, 2024, STRS released its 2024 Review of Funding Levels and Risks (the “STRS 2024 Review of Funding Levels and Risks”), which is based on the 2023 STRS Actuarial Valuation. The STRS 2024 Review of Funding Levels and Risks notes that funding projections have improved slightly since the completion of the June 30, 2023 actuarial valuation that was presented to the Board in May 2024 in part due to the 8.4% investment return earned by STRS in fiscal year 2023-24, and an increase of 9,000 active members, which contributed to an 8% increase in the payroll of active members.

The key results and findings noted in the STRS 2024 Review of Funding Levels and Risks were that (i) current contribution rates for the State and employers are still projected to be sufficient to allow both the State and the employers to eliminate their share of the STRS unfunded actuarial obligation by 2046; contribution rate increases are not expected to be needed for fiscal year 2025-26, (ii) the State remains well ahead of schedule to eliminate its share of the STRS unfunded actuarial obligation (currently projected to be eliminated in 2027), (iii) the largest risk facing STRS’ ability to reach full funding remains investment-related risk, especially considering the Defined Benefit Program continues to mature, which will increase the system’s sensitivity to investment experience, (iv) the risk that a negative investment return might impact STRS ability to reach full funding is expected to increase once the State fully eliminates its share of STRS unfunded actuarial obligation because of a trigger that will require the State contribution rate to immediately drop to 2.017% potentially limiting STRS ability to react to changing conditions, because once this occurs, the STRS Board would only be able to raise the State contribution rate by 0.5% each year, taking 12 years to simply return to the State contribution rate in place in the prior fiscal year potentially resulting in a situation where the State can no longer eliminate its share of the unfunded liability by 2046, and (v) the ability of the funding plan to allow STRS to reach full funding is dependent on STRS meeting its current actuarial assumptions over the long term; uncertain investment markets and a potential decline in the number of teachers could put pressure on STRS ability to meet some of its long-term assumptions and impact its ability to reach full funding.

The STRS 2024 Review of Funding Levels and Risks notes highlighted risks associated with longevity, the size of active membership and investments. The STRS 2024 review of Funding Levels and Risks notes that, overall, STRS experienced greater mortality than projected under previous assumptions, but it remains uncertain whether the pandemic will continue to impact mortality in the long term. In January 2024 the STRS Board adopted new mortality assumptions that were slightly lower than the data indicated, essentially not fully reflecting the impact of the pandemic. In January of 2024, the STRS Board also adopted a chance to the rate at which the payroll is assumed to increase, from 3.5% to 3.25%, which reflects STRS assumption that the

population of active teachers will decline slowly over time (approximately 5% through 2046). The STRS 2024 Review of Funding Levels and Risks notes that if the active membership declines and the payroll fails to grow as assumed, STRS ability to make progress toward full funding could be at risk. Retirements from active teachers are expected to increase significantly over the next 10 years. Although an increase in retirements does not necessarily impact long term funding, if school districts do not replace teachers who retire in the future, that could result in a reduction in the overall number of teachers and impact STRS ability to reach full funding by 2046. With the anticipated decline in the number of children enrolled in K-12 public schools, the risk that the number of teachers may go down in the future is real and was one of the considerations when the STRS Board lowered the payroll growth assumption. California experienced a significant decline in enrollment in both K-12 public schools and community colleges starting in 2020-21. Total enrollment in K-12 public schools dropped by approximately 310,000, or a 5% reduction, between 2019-20 and 2022-23, while the number of students enrolled at community colleges dropped by 310,000, or a 20% reduction, before increasing by approximately 30,000 in the fall of 2022. In October 2023, the State updated its projection of K-12 enrollments, with the most recent projection anticipating a decline of approximately 11% over the next 10 years and 15% over the next 20 years. If the anticipated reduction in enrolment results in a need for fewer teachers in California, it would impact the number of active teachers who participate in the STRS Defined Benefit Program and ultimately the growth in payroll. One countervailing force that could potentially offset some of the factors listed above would be the reduction of class sizes.

The STRS 2024 Review of Funding Levels and Risks notes that investment volatility and the risk that STRS may not be able to meet its assumed investment return over the long-term remains the greatest risk facing STRS today. The combination of a maturing system and the decreasing timeframe of the funding plan only serves to increase this risk. STRS 2024 Review of Funding Levels and Risks notes that (i) when investment returns are below expectations, the unfunded actuarial obligation increases, requiring additional contributions to bridge the gap, however, the funding plan provides the board limited authority to increase contribution rates for both the State and employers; (ii) the State bears the greatest risk when it comes to investment volatility due to rules set in the funding plan that allocate the largest share of the assets to the state which results in its share of the unfunded actuarial obligation being the most sensitive to investment volatility; (iii) the STRS Board has authority to increase the State's contribution by a maximum of 0.5% of payroll each year with no limit on the maximum rate; however the State contribution rate will be reduced to 2.017% of payroll once the State has eliminated its share of the unfunded liability, and (iv) since the funding plan expires in 2046, after which the STRS Board's authority to adjust contribution rates terminates, the time period over which to fund an existing and new unfunded actuarial obligation is declining each year.

On July 30, 2024, STRS reported a net return on investments of 8.4% for fiscal year 2023-24, ending with the total fund value of \$341.4 billion as of June 30, 2024. The 2023-24 return keeps STRS on track long term, as the 5-, 10-, 20-, and 30-year returns, all surpass the actuarial assumption of 7.0%, during a period of inflation, rising interest rates and geopolitical uncertainty. In its news release reporting the fiscal year 2023-24 investment return, STRS noted that it is ahead of schedule in reaching full funding by 2046.

In recent years, the PERS Board of Administration (the "PERS Board") has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

Over the last several years, the PERS Board has lowered the PERS' rate of expected price inflation and its investment rate of return (net of administrative costs) (the "PERS Discount Rate"). Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise. The PERS Funding Risk Mitigation Policy recently triggered an automatic decrease of 0.2% in the PERS Discount Rate due to the investment return in fiscal year 2020-21, lowering such rate to 6.8%. On April 15, 2024, the PERS Board removed the automatic mechanism to reduce the discount rate and added a provision to the Funding Risk Mitigation Policy to bring an agenda item to the PERS Board for discussion if a funding risk mitigation event occurs.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies included a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on November 17, 2021 (the “2021 Experience Study”), the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.30% per year, (ii) increasing the assumed real wage inflation assumption to 0.5%, which results in a total wage inflation of 2.80%, (iii) increasing the payroll growth rate to 2.80%, and (iv) certain changes to demographic assumptions relating to modifications to the mortality rates, retirement rates, and disability rates (both work and non-work related), and rates of salary increases due to seniority and promotion.

On November 15, 2021, the PERS Board selected a new asset allocation mix through its periodic Asset Liability Management Study that will guide the fund’s investment portfolio for the next four years, retained the current 6.8% discount rate and approved adding 5% leverage to increase diversification. The new asset allocation took effect July 1, 2022 and will impact contribution rates for employers and PEPRAs Members beginning in fiscal year 2022-23.

The 2023 PERS Actuarial Valuation reported that from June 30, 2022 to June 30, 2023 the funded ratio of the Schools Pool decreased by 0.4% (from 67.9% to 67.5%), which was primarily due to salary increases in fiscal year 2022-23 being higher than expected. The 2023 PERS Actuarial Valuation notes that during the time period between the valuation date and the publication of the 2023 PERS Actuarial Valuation, inflation was higher than the expected inflation rate of 2.3% per annum, and since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The average salary increase was 9.8% for members actively employed during the entire year ending June 30, 2023. Total reported payroll in 2022-23 increased by 13.9% over the prior year, compared with 2.8% expected. This change, driven by a combination of active headcount growth and the salary increases, served to reduce the employer contribution rate for 2024-25 by 1.74% of pay as the dollar amount of the unfunded liability

contribution is divided by a larger payroll. Based on final June 30, 2023 assets, the money-weighted investment return for 2022-23 was 6.1%, generating an actuarial investment loss of \$0.6 billion. This loss will be amortized over 20 years with a five-year ramp, increasing the employer contribution rate in 2024-25 by 0.07% of pay. Due to the five-year ramp, this impact will increase each year until it reaches an estimated 0.33% of pay in 2028-29.

On July 15, 2024, PERS reported a preliminary net return on investment of 9.3% for PERF in fiscal year 2023-24. When using the preliminary net return of 9.3% to assess long-term obligations, the overall estimated funded status of the PERF stands at 75%. As of June 30, 2024, assets were valued at \$502.9 billion. The ending value of the PERF for fiscal year 2023-24 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments to retirees, and various investment fees. PERS will review the portfolio's performance in the next few months to determine the final fiscal year returns for 2023-24. The final investment return for fiscal year 2023-24 will be reflected in contribution levels for the State and school district employers in fiscal year 2025-26.

A circular letter published on August 30, 2024 reports that the contribution rate for fiscal year 2025-26 is projected to be 27.4%, the contribution rate for fiscal year 2026-27 is projected to be 27.5%, the contribution rate for fiscal year 2027-28 is projected to be 28.5%, the contribution rate for fiscal year 2028-29 is projected to be 28.2%, and the contribution rate for fiscal year 2029-30 is projected to be 27.8%. The projected contribution rates reflect a preliminary investment return for fiscal year 2023-24 of 9.3% (without reduction for administrative expenses). Further, projected rates reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers. The projections assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits or funding will occur during the projection period. Future contribution requirements may differ significantly. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

In November 2024, PERS released its 2024 Annual Review of Funding Levels and Risk (the "2024 PERS Funding Levels and Risk Report"), which provided a summary of the current funding levels of the system, the near-term outlook for required contributions and risks faced by the system in the near and long-term. The 2024 PERS Funding Levels and Risk Report notes that over the next several years there is the potential for various factors to either further increase required contributions or add additional financial strain on employers and their ability to make required contributions, including inflation and near-term economic turmoil. The 2024 PERS Funding Levels and Risk Report notes that over the last few years, price inflation has been significantly higher than the PERS long-term assumption of 2.3%, which can affect liability measures and investment returns in several ways and which can be difficult to quantify. The most direct impact of high inflation is that retirees can receive higher than expected cost-of-living adjustments and active employees can receive higher than expected salary increases, which could increase actuarial losses in the future. The 2024 PERS Funding Levels and Risk report concludes that, as of June 30, 2023, the PERS Retirement System had experienced a couple of years of investment returns below the expected return of 6.8%, and actuarial losses primarily due to high inflation which resulted in unexpected cost of living adjustments for retirees and higher than expected member pay increases. The foregoing resulted in increased employer contributions along with further increases forecasted for the near future. Despite the strong investment return for the fiscal year ending June 30, 2024, the 2024 PERS Funding Levels and Risk Report notes that employer contributions are currently at relatively high levels due to large amounts of unfunded accrued liability and uncertainty within the economy suggests possible economic turmoil in the near future. The 2024 PERS Funding Levels and Risk Report concludes that the ability of employers to continue making required contributions to the system is the area of greatest concern.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

***California Public Employees' Pension Reform Act of 2013.*** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes

changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For PEPPRA Members, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increasing the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

### **Post-Employment Benefits**

The District provides post-employment health care benefits, in accordance with the District’s employment contracts, to all employees who retire from the District on or after attaining a certain age with certain years of service (the “District OPEB Plan”). All employees who retire from the District will receive these benefits upon attaining the age of 55 with 15 years of service. For eligible certificated employees and eligible management, confidential and supervisory employees, the District pays 100% of the retiree medical coverage costs. For eligible classified employees, the District pays 100% of the retiree medical coverage costs. Retirees pay 100% of the cost of any spouse or dependent coverage. A retiree will receive these health care benefits to the end of the month in which the retiree turns 65. Expenditures for post-employment benefits are recognized by the District on a pay-as-you-go basis, as retirees report claims paid. As of June 30, 2024, 46 retired employees and beneficiaries were receiving post-employment benefits and 0 inactive plan members were entitled to but not yet receiving such benefits.

Beginning with its fiscal year ending June 30, 2009, the District was required to comply with GASB Statement 45 relating to the District OPEB Plan, which required the District to recognize the expenses and related liabilities and assets for any post-employment benefits provided by the District in its government-wide financial statements of net assets and activities. The District was required to conduct a report on its unfunded actuarial liability every two years with respect to its post-employment benefits.

In June 2015, GASB issued Statement 75, which replaced the requirements under the GASB Statement 45. The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of Statement 75 is to improve accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or “OPEB”). Statement 75 also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. Statement 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

More specifically, Statement 75 requires the liability of employers to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s

fiduciary net position. Statement 75 requires the recognition of the total OPEB liability in the Statement of Net Position.

The District's most recent actuarial valuation report for the District OPEB Plan, dated November 4, 2024 for the fiscal year ending June 30, 2024 (the "Valuation Report"), reflects the application of GASB Statement 75. Based on such actuarial valuation report, the total liability for the District OPEB Plan was \$16,017,716 as of the June 30, 2024 measurement date. This amount represented the present value of all benefits projected to be paid by the District for current and future retirees.

The District recognizes the post-employment health care benefits on a pay-as-you-go basis. The most recent actuarial valuation report for the District OPEB Plan did not provide an actuarially determined contribution for the District OPEB Plan (i.e. a contribution amount that is projected to fully fund the District OPEB Plan over a period of amortization). The District recognized an OPEB expense of \$1,103,866 for fiscal year 2023-24. The changes in net District OPEB Plan liability as of June 30, 2024, are shown in the following table:

<i><b>Total District OPEB Plan Liability</b></i>	<i><b>June 30, 2024</b></i>
Service Cost	\$ 779,743
Interest on Total OPEB Liability	701,010
Change of benefit terms	0
Changes in assumptions	(1,619,339)
Differences between expected and actual experience	(15,360)
Benefit Payments	<u>(372,690)</u>
<b>Net Change in OPEB Liability</b>	<b><u>\$ (526,636)</u></b>
<b>Total OPEB Liability, Beginning</b>	<b><u>\$16,544,352</u></b>
<b>Total OPEB Liability, Ending</b>	<b><u>\$16,017,716</u></b>

Source: San Ysidro School District's Valuation Report.

See Note N to the District's Audited Financial Statements for fiscal year 2023-24 attached as Appendix B hereto.

## **Insurance**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The District currently receives property and liability insurance coverage through Southern California Regional Liability Excess Fund (SC ReLiEF), a non-profit member-owned and operated Joint Powers Authority. Settled claims have not exceeded this commercial coverage in any of the past three years. The District receives its workers' compensation insurance through Protected Insurance Program for Schools (P.I.P.S) Joint Power Authority.

## **Cybersecurity**

The District, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the District is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the District's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, there has been one significant cyber-attack on the District's computers and technologies. In 2017, the District experienced an attack on its computer operating systems which resulted in several of the District's computers being infected with a virus. In response to the attack, the District worked with Vector USA, a cybersecurity firm, to quarantine the affected devices and remove the infection. As a result of the cyber-attack, the District implemented new cybersecurity measures including

contracting with Vector USA for computer protection, purchasing a new antivirus system, scanning all computers, hardening servers and reviewing network security. Additionally, the District carries cybersecurity insurance through Chubb.

While the District is routinely maintaining its technology systems and regularly implementing new information security controls, no assurances can be given that the District's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the District's computer and technology system could negatively impact the District's operations, and the costs related to such attacks could be substantial.

## **DISTRICT FINANCIAL MATTERS**

### **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts.

The District generally adopts the Government Accounting Standards Board Statements for its financial reporting. Changes to the GASB Statements can result in changes in accounting principles which impact the District's financial reporting and results. See Note A.13 to the District's June 30, 2024 Financial Statements set forth in Appendix B hereto.

### **District Budget**

The District is required by provisions of the California Education Code to maintain each fiscal year a balanced budget in which the sum of projected expenditures cannot exceed the projected revenues plus the ending fund balance from the previous year. The California State Department of Education (the "Department") imposes a uniform budgeting format for each school district in the State.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent of Schools (the "County Superintendent") within five days of adoption or by July 1, whichever occurs first. The budget is only readopted if it is disapproved by the County Superintendent, or as needed.

Upon receipt of an adopted budget, the County Superintendent will (a) examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, (b) determine if the adopted budget allows the district to meet its current obligations, (c) determine if the adopted budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments, (d) determine whether the adopted budget includes the expenditures necessary to implement the local control and accountability plan or annual update thereto, and (e) determine whether the adopted budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties. On or before September 15, the County Superintendent will approve, conditionally approve or disapprove the adopted budget for each school district.

If the County Superintendent determines that the adopted budget does not satisfy one or more of the requirements set forth in the preceding paragraph, the County Superintendent shall transmit recommendations regarding revisions to the adopted budget to the school district and the reasons therefor. The County Superintendent may assign a fiscal adviser to assist the school district to develop a budget in compliance with those revisions. In addition, the County Superintendent may appoint a committee to examine and comment on the review and recommendations, subject to the requirement that the committee report its findings to the County Superintendent no later than September 20.



If the adopted budget of a school district is conditionally approved or disapproved by the County Superintendent, on or before October 8, the governing board of the school district, in conjunction with the County Superintendent, shall review and respond to the recommendations of the County Superintendent at a regular meeting of the governing board of the school district. The response shall include any revisions to the adopted budget and other proposed actions to be taken, if any, as a result of those recommendations.

No later than October 22, the County Superintendent must notify the State Superintendent of Public Instruction (the “State Superintendent”) of all school districts whose budget has been disapproved.

Upon receipt of a revised budget, the County Superintendent must determine whether the revised budget conforms to the standards and criteria applicable to final district budgets. If the revised budget is disapproved, the County Superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1, unless the governing board of the school district and the County Superintendent agree to waive the requirement that a budget review committee be formed and the Department approves the waiver after determining that a budget review committee is not necessary.

If a budget review committee is appointed and recommends approval of the adopted budget, the County Superintendent shall accept the recommendation of the committee and approve the adopted budget.

If the budget review committee disapproves the adopted budget, the governing board of the school district, not later than five working days after the receipt of the report from the budget review committee, may submit a response to the State Superintendent, including any revisions to the adopted budget and any other proposed actions to be taken as a result of the budget review committee’s recommendations. Based upon these recommendations and any response thereto provided by the governing board of the school district, the State Superintendent shall either approve or disapprove the revised budget. If the State Superintendent disapproves the budget, they shall notify the governing board of the school district in writing of the reasons for that disapproval and, until the County Superintendent certifies the school district’s First Interim Financial Report (as described below), the County Superintendent shall undertake the actions set forth in Education Code section 42127.3.

Upon the grant of a waiver from the requirement to form a budget review committee, the County Superintendent immediately has the authority and responsibility provided in Section 42127.3. Upon approving a waiver of the budget review committee, the Department shall ensure that a balanced budget is adopted for the school district by December 31. If no budget is adopted by December 31, the State Superintendent may adopt a budget for the school district. The State Superintendent shall report to the State Legislature and the Director of Finance of the State Department of Budget and Finance by January 10 if any school district, including a school district that has received a waiver of the budget review committee process, does not have an adopted budget by December 31. This report shall include the reasons why a budget has not been adopted by the deadline, the steps being taken to finalize budget adoption, the date the adopted budget is anticipated, and whether the State Superintendent has or will exercise their authority to adopt a budget for the school district.

Not later than November 8, the County Superintendent shall submit a report to the State Superintendent identifying all school district for which budgets have been disapproved or budget review committees waived.

Until a district’s budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

After approving the districts’ budgets, the County Superintendent will monitor, throughout the fiscal year, each school district under their jurisdiction pursuant to its adopted budget to determine on a continuing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial

obligations, the County Superintendent must so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, also after consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At a minimum, school districts file with their County Superintendent and the Department a First Interim Financial Report by December 15 covering financial operations from July 1 through October 31 and a Second Interim Financial Report by March 15 covering financial operations from July 1 through January 31. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report covering financial operations from July 1 through April 30 by June 1. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year on June 30, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the Department.

The District has received both positive and qualified certifications on its budgets and interim reports over the past five years, although the District has received only positive certifications on its more recent reports, beginning with the Second Interim Report for fiscal year 2020-21 and continuing all the way through the 2023-24 Second Interim Report. See "—District's Recent Financial History" for a discussion of the financial issues affecting the District over the past several years.

Pursuant to State law, the District adopted its General Fund budget for fiscal year 2024-25 (the "2024-25 Adopted Budget") on June 20, 2024. See "DISTRICT FINANCIAL MATTERS—Current Financial Condition" and "STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget."

### **State Funding of Education**

School district revenues consist primarily of appropriated State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

**Local Control Funding Formula.** State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as part of the fiscal year 2013-14 State budget, established a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49).

The primary component of AB 97, as amended by SB 91, is the implementation of the Local Control Funding Formula ("LCFF"), which replaced the prior revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations are now provided on the basis of target base funding grants (a "Base Grant") per unit of average daily attendance ("ADA") assigned to each of four grade spans. Each Base Grant is subject to certain adjustments and add-ons, as discussed below. Full implementation of the LCFF occurred over a period of eight fiscal years. In each year, an annual transition adjustment was calculated for each school district, equal to such district's proportionate share of appropriations

included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The Base Grants per unit of ADA for each grade span, as of the first year of the LCFF's implementation, were as follows: (i) \$6,845 for grade K-3; (ii) \$6,947 for grades 4-6; (iii) \$7,154 for grades 7-8; and (iv) \$8,289 for grades 9-12. During the implementation period of the LCFF, the Base Grants were adjusted for cost of living adjustments ("COLAs") by applying the implicit price deflator for government goods and services. The provision of COLAs is currently subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades TK-3 must maintain an average class enrollment of 24 or fewer students in grades TK-3 at each school site in order to continue receiving the adjustment to the TK-3 Base Grant. The District is satisfying the class enrollment criteria in fiscal year 2024-25. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The LCFF also provides additional add-ons to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13. The State budget for fiscal year 2021-22 also implemented a plan to expand the LCFF to include Transitional Kindergarten (TK) to all four-year olds. This plan is expected to phase in cohorts of TK students over a four-year period, concluding in fiscal year 2025-26. As a result, school districts that serve TK students will be eligible to receive an add-on equal to \$3,077, multiplied by such district's second principal reporting period ADA for TK students for the current fiscal year. Beginning in fiscal year 2023-24, this add-on is subject to COLA adjustments to the same degree as LCFF Base Grants. For fiscal year 2024-25, the District's ADA consists of \_\_\_\_ TK students.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals and are therefore not discussed herein separately). AB 97 authorizes a supplemental grant add-on (each, a "Supplemental Grant") is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 65% of the applicable Base Grant multiplied by the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold. The District does qualify for a Concentration Grant.

Table 13 below shows a breakdown of the District’s ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2020-21 through 2024-25.

**TABLE 13**  
**ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE**  
**Fiscal Years 2020-21 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Average Daily Attendance<sup>(1)</sup></i>				<i>Enrollment<sup>(2)</sup></i>	
	<i>K-3</i>	<i>4-6</i>	<i>7-8</i>	<i>Total ADA</i>	<i>Total Enrollment<sup>(2)</sup></i>	<i>% of EL/LI Enrollment</i>
2020-21 <sup>(3)</sup>	1,800.71	1,420.72	981.67	4,203.10	4,419	85.50%
2021-22	1,646.54	1,343.73	853.78	3,844.04	4,264	83.00
2022-23	1,681.28	1,335.01	852.59	3,868.88	4,260	82.40
2023-24	1,669.74	1,339.65	852.28	3,862.67	4,204	81.61
2024-25	1,693.92	1,344.99	828.82	3,867.73	4,144	85.98

<sup>(1)</sup> Reflects the District’s ADA as reported during the Second Principal Apportionment period (“P-2 ADA”).

<sup>(2)</sup> As of October report submitted to the California Basic Educational Data System (CBEDS). For purposes of calculating Supplemental and Concentration Grants, a school district’s percentage of unduplicated EL/LI students is based on a rolling average of such district’s EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years. Estimated for fiscal year 2023-24.

<sup>(3)</sup> ADA in fiscal year 2020-21 reflects the application of the hold-harmless provisions of State Executive Order N-26-20.

Source: San Ysidro School District.

Prior to fiscal year 2022-23, the sum of a school district’s adjusted Base, Supplemental and Concentration Grants was multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). The 2022-23 State budget amended the LCFF calculation to allow the sum of a school district’s adjusted Base, Supplemental and Concentration Grants to be multiplied by such district’s P-2 ADA for the current year, prior year or average of three prior years, whichever is greater. The funding amount generated by this calculation, together with any applicable ERT or categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

**Basic Aid or Community Funded Districts.** Certain school districts, known as “basic aid” or “community funded” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as a basic aid district.

**Accountability.** Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students. Such regulations also detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually with a three-year plan, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has adopted a template LCAP for use by school districts.

***Support and Intervention.*** AB 97, as amended by SB 91, established a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP. The District has updated its LCAP through fiscal year 2024-25. See “STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget—LCAPs.”

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on their behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

***Other State Sources.*** In addition to State allocations determined pursuant to the LCFF, the District receives other State revenues consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

***Other Sources.*** The federal government provides funding for several school district programs, including specialized programs such as the Every Student Succeeds Act, special education programs, and programs under the Educational Consolidation and Improvement Act. In addition, a portion of a school district’s budget is from local sources other than property taxes, including but not limited to interest income, leases and rentals, educational foundations, donations and sales of property.

## Historical General Fund Financial Information

Table 14 below summarizes the District's Statement of General Fund Revenues, Expenditures and Changes in Fund Balance for fiscal years 2019-20 through 2023-24. The figures in Table 14 below are taken from the District's audited financial statements for fiscal years 2019-20 through 2023-24. See APPENDIX B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" for further detail on the District's financial condition as of June 30, 2024.

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**Table 14**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of General Fund Revenues, Expenditures and Changes in Fund Balance**

	<i>Audited 2019-20</i>	<i>Audited 2020-21</i>	<i>Audited 2021-22</i>	<i>Audited 2022-23</i>	<i>Audited 2023-24</i>
<b>SOURCES</b>					
LCFF Sources	\$ 49,266,048	\$ 46,332,407	\$ 49,737,761	\$ 55,001,255	\$ 7,326,597
Federal Sources	3,855,758	9,606,538	9,806,560	11,827,249	5,290,742
Other State Revenues	5,623,166	8,534,028	10,037,141	21,341,865	17,050,968
Interest	138,268	122,357	117,967	354,294	928,671
Fair Market Value Adjustment <sup>(1)</sup>	-	-	(434,756)	(296,100)	299,412
Other Local Revenue	<u>3,478,537</u>	<u>3,648,090</u>	<u>3,718,055</u>	<u>5,454,344</u>	<u>2,283,269</u>
Total Revenues	\$ 62,361,777	\$ 68,243,420	\$ 72,982,728	\$ 93,682,907	\$ 83,179,659
<b>EXPENDITURES</b>					
Instruction	\$ 40,124,062	\$ 41,751,942	\$ 44,306,847	\$ 52,824,605	\$ 56,094,376
Instruction – Related Services	4,656,996	4,543,120	5,130,291	5,904,181	6,331,019
Pupil Support Services	4,619,206	4,589,498	5,023,410	5,815,984	7,178,917
Ancillary Services	25,498	-	-	-	107,686
General Administration	4,837,557	6,176,376	5,561,151	6,904,254	7,588,165
Plant Services	5,595,050	6,034,166	6,563,075	7,100,688	8,103,196
Other Outgo	185,083	887,621	64,457	105,891	113,190
Capital Outlay	279,121	80,368	946,360	3,834,340	2,101,906
Debt Service	<u>1,202,462</u>	<u>12,051,759<sup>(2)</sup></u>	<u>1,013,471</u>	<u>466,187</u>	<u>226,600</u>
Total Expenditures	\$ 61,525,035	\$ 76,114,850	\$ 68,609,062	\$ 82,922,130	\$ 87,845,055
Excess of (Deficiency) of Revenues Over Expenditures	<u>836,742</u>	<u>(7,871,430)</u>	<u>4,373,666</u>	<u>10,690,777</u>	<u>(4,665,396)</u>
<b>OTHER FINANCING SOURCES</b>					
Transfers In/Positive Sources	\$ 46,535	\$ -	\$ 20,062	\$ -	\$ 54,637
Transfers Out/Negative Sources	(24,820)	-	-	-	-
Proceeds from Debt Issuance	-	17,228,310 <sup>(3)</sup>	-	-	301,788
Other Sources	-	-	-	845,500	-
Total Other Financing Sources (uses)	<u>\$ 21,715</u>	<u>\$ 17,228,310</u>	<u>\$ 20,062</u>	<u>\$ 845,500</u>	<u>\$ 356,425</u>
Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Uses	\$ 858,457	\$ 9,356,880	\$ 4,393,728	\$ 11,536,277	\$ (4,308,971)
Fund Balance (Deficit), July 1	<u>\$ 2,630,051</u>	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,395</u>
Fund Balance (Deficit), June 30	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,394</u>	<u>\$ 24,466,424</u>

<sup>(1)</sup> Fair market value adjustments due to GASB Statement No. 31, which requires cash in the treasury to be reported at fair market value. Fiscal year 2021-22 was the first year in which the District was required to make such an adjustment.

<sup>(2)</sup> Increase primarily from the prepayment of the District's 2012 Certificates of Participation (School Facilities Project).

<sup>(3)</sup> Represents the proceeds from the District's 2021 Certificates of Participation, a portion of which were used to prepay the District's 2012 Certificates of Participation (School Facilities Project).

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

Table 15 below compares the District's General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2022-23 and its General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2023-24.

**Table 15**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of General Fund Budgeted to General Fund Revenues and**  
**Expenditures for Fiscal Years 2022-23 and 2023-24**

	<i>2022-23</i>		<i>2023-24</i>	
	<i>Budget</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual</i>
<b>Revenues</b>				
LCFF Sources	\$ 54,993,017	\$ 55,001,255	\$ 57,629,729	\$ 57,326,597
Federal Revenue	15,439,022	11,827,249	7,337,714	6,370,672
Other State Revenue	20,693,022	21,400,059	11,574,660	15,971,038
Other Local Revenue	4,679,488	5,454,344	4,170,036	3,511,352
Total Revenues	\$ 95,804,549	\$ 93,682,907	\$ 80,712,139	\$ 83,179,659
<b>Expenditures</b>				
Certificated Salaries	\$ 36,810,718	\$ 31,158,490	\$ 29,016,722	\$ 30,644,792
Classified Salaries	15,847,681	13,126,554	14,188,670	15,037,827
Employee Benefits	21,081,969	18,293,255	19,148,418	21,015,507
Books and Supplies	7,360,281	4,538,316	11,139,246	2,916,596
Services and Other Operating Expenditures	20,666,602	12,107,875	25,725,729	15,968,365
Other Outgo	120,000	105,891	--	113,190
Direct Support/Indirect Costs	(153,705)	(151,581)	(201,946)	(179,728)
Capital Outlay	5,715,678	3,347,143	1,974,720	2,101,906
Debt Service				
Principal	271,000	372,736	271,000	190,299
Interest	--	93,451	--	36,301
Total Expenditures	\$ 107,720,224	\$ 82,992,130	\$ 101,262,559	\$ 87,845,055
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (11,915,675)	\$ (10,690,777)	\$ (20,550,420)	\$ (4,665,396)
<b>Other Financing Sources</b>				
Transfers In/Positive Sources	\$ --	\$ --	\$ 29,126	\$ 356,425
Transfers Out/Negative Sources	--	--	--	--
Other Sources	--	845,500	--	--
Total Other Financing Sources and Uses	\$ --	\$ 845,500	\$ 29,126	\$ 356,425
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	\$ (11,915,675)	\$ (11,536,277)	\$ (20,521,294)	\$ (4,308,971)
Fund Balances, July 1	\$ 17,239,117	\$ 17,239,117	\$ 28,775,395	\$ 28,775,395
Fund Balances, June 30	\$ 5,323,442	\$ 28,775,394	\$ 8,254,101	\$ 24,466,424

Source: San Ysidro School District adopted budget for fiscal years 2022-23 and 2023-24; Audited Financial Statements for fiscal years 2022-23 and 2023-24.



Table 16 below sets forth the District's General Fund balance sheet for the 2019-20 through 2023-24 fiscal years.

**Table 16**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of Combined General Fund Balance Sheet**

	<i>Audited</i> <i>2019-20</i>	<i>Audited</i> <i>2020-21</i>	<i>Audited</i> <i>2021-22</i>	<i>Audited</i> <i>2022-23</i>	<i>Audited</i> <i>2023-24</i>
<b>Assets</b>					
Cash and Investments	\$ 3,634,984	\$ 5,548,651	\$ 16,358,087 <sup>(1)</sup>	\$ 25,368,499 <sup>(1)</sup>	\$ 26,819,620 <sup>(1)</sup>
Accounts Receivable	4,489,916	11,355,693	3,334,015	8,119,032	2,664,878
Due from Other Funds	<u>821,344</u>	<u>1,099,484</u>	<u>1,341,994</u>	<u>1,532,949</u>	<u>255,966</u>
Total Assets	\$ 8,946,244	\$ 18,003,828	\$ 21,034,096	\$ 35,020,480	\$ 29,740,464
<b>Liabilities and Fund Equity</b>					
<b>Liabilities</b>					
Accounts Payable	\$ 1,681,996	\$ 2,049,442	\$ 2,638,191	\$ 3,495,596	\$ 3,212,808
Due to Other Funds	3,324,629	1,540,485	38,161	95,682	1,538,132
Unearned Revenue	<u>451,111</u>	<u>1,568,512</u>	<u>1,118,627</u>	<u>2,653,808</u>	<u>523,100</u>
Total Liabilities	\$ 5,457,736	\$ 5,158,439	\$ 3,794,979	\$ 6,245,086	\$ 5,274,040
<b>Fund Balances</b>					
Nonspendable	\$ 68,433	\$ 68,433	\$ 68,433	\$ 88,433	\$ 88,433
Restricted Fund Balances	684,547	9,047,017	12,133,444	25,252,714	21,158,059
Assigned Fund Balances	-	1,445,256	2,973,696	937,357	337,031
Unassigned:	<u>2,735,528</u>	<u>2,284,683</u>	<u>2,063,544</u>	<u>2,496,890</u>	<u>2,882,901</u>
Total Fund Balance	\$ 3,488,508	\$ 12,845,389	\$ 17,239,117	\$ 28,775,394	\$ 24,466,424
Total Liabilities and Fund Balances	<u>\$ 8,946,244</u>	<u>\$ 18,003,828</u>	<u>\$ 21,034,096</u>	<u>\$ 35,020,480</u>	<u>\$ 29,740,464</u>

<sup>(1)</sup> Increase from fiscal year 2020-21 is primarily the result of one-time State and federal Covid-19 pandemic related funds.

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

### District's Recent Financial History and FCMAT Audit

On May 24, 2016, the San Diego County Grand Jury released a report (the "2016 Grand Jury Report") of its investigation into the District's indebtedness. Among other things, the 2016 Grand Jury Report concluded that the District lacked internal fiscal controls and record retention/destruction of document policies, that former District administrators withheld information from the Board on issues related to expenditures and bond obligations and that members of the Board disregarded their fiduciary responsibility to the District's community by improper governance and failing to hold administrators accountable for complying with laws, regulations and Board policies.

On June 8, 2018, the State Financial Crisis and Management Assistance Team ("FCMAT") released a report after it conducted an extraordinary audit of the District's finances (the "2018 Audit"). The 2018 Audit concluded that the District lacked sufficient internal controls to prevent fraud and that it was likely that the District's former Superintendent and former Deputy Superintendent defrauded the District by misappropriating District funds for their own use. The 2018 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

On June 8, 2019, FCMAT released a report after it conducted an extraordinary audit of the District's finances between fiscal year 2012-13 and 2017-18 with an emphasis on contracts and payments to vendors connected to school construction and modernization (the "2019 Audit"). The 2019 Audit concluded that there was sufficient evidence to demonstrate that fraud, misappropriation of funds and/or assets, or other illegal activities may have occurred at the District during the period covered by the 2019 Audit. The 2019 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney

be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

Beginning in May 2020, FCMAT performed a fiscal health risk analysis (the “2020 FCMAT Analysis”) that ran through November 2020 and was based on the District’s fiscal year 2019-20 Second Interim Report. The 2020 FCMAT Analysis indicated that the District is at high risk of insolvency and identified fiscal weaknesses and areas of concern that contribute to the District’s fiscal distress. FCMAT presented the 2020 FCMAT Analysis to the Board on November 12, 2020, identifying seven major areas of concern. During the presentation to the Board, FCMAT noted that several of its areas of concern had been addressed by the District’s fiscal year 2019-20 Third Interim Report and that the District had committed to correct the remaining areas of concern over the next few fiscal years.

The District has taken a number of actions to address the internal, structural and financial issues that it has experienced in recent years. In 2018, the District replaced several members of its senior staff, including its Superintendent, Chief Business Official and Accounting Supervisor, and retained new general counsel. Also, new Board members have been elected to replace prior Board members who were in office when the transactions that were the focus of the 2016 Grand Jury Report and the 2018 Audit and 2019 Audit had occurred. As a result of these actions, all District personnel who were identified in the 2016 Grand Jury Report, the 2018 Audit and the 2019 Audit are no longer affiliated with the District. In addition, the District has been working closely with the San Diego County Office of Education to monitor its financial condition and to prepare its budgets.

In an effort to reverse the declining fund balance in its General Fund that began in fiscal year 2017-18, the Board approved budget reduction plans for fiscal years 2019-20 and 2020-21 on February 21, 2019 and January 23, 2020, respectively, that reduced expenditures by approximately \$5 million in fiscal year 2019-20 and by approximately \$3 million in fiscal year 2020-21. The fiscal year 2020-21 budget reduction plan included hiring freezes and layoffs of both certificated and classified staff, which reduced expenditures by approximately \$2 million and certificated management, classified management and classified confidential employees agreed to take furlough days in fiscal year 2020-21, which helped the District reduce expenditures by an additional \$200,000. The District also adopted a budget reduction plan for fiscal year 2023-24, which reduced expenditures by approximately \$3.0 million, and included savings from a Supplementary Retirement Plan offered to certain employees, a shift in expenditures from the General Fund unrestricted budget to various grant programs, and a possible hiring freeze on vacant positions and layoffs. On January 25, 2024, the District adopted a budget reduction plan for fiscal years 2024-25 and 2025-26 which, if fully implemented, would reduce General Fund expenditures by approximately \$4.3 million. These potential expenditure reductions are reflected in the 2024-25 Second Interim Report. Because of its actions in recent years, the District believes that it has stabilized its finances.

### **Current Financial Condition**

The District’s financial condition is closely linked to the finances of the State and the State’s finances are affected by the health of the State and national economies. In recent years the State has had budget surpluses and funding to K-12 schools has increased, including in the initial years following the onset of the COVID-19 pandemic. However, in the 2024-25 Budget and the Proposed 2025-26 Budget (both as defined below), the State projects that it will operate at a budget deficit for the next several fiscal years. Future budget decisions by the State could have an adverse impact on the District’s financial condition which could be material. See “STATE OF CALIFORNIA FISCAL ISSUES.

Table 17 below contains the difference between the District’s 2024-25 Adopted Budget and the 2024-25 Second Interim Report.

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**Table 17**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of 2024-25 Adopted Budget to 2024-25 Second Interim Report**

	<i>2024-25 Adopted Budget</i>	<i>2024-25 Second Interim Report</i>	<i>Difference Between 2024-25 Budget and 2024-25 Second Interim Report</i>
<b>SOURCES</b>			
State Apportionment Sources	\$ 56,659,868	\$	
Federal Revenue	2,855,080		
Other State Revenue	16,213,281		
Other Local Revenue	<u>2,934,525</u>		
Total Revenues	\$ 78,662,754	\$	
<b>EXPENDITURES</b>			
Certificated Salaries	\$ 28,659,058	\$	
Classified Salaries	12,353,531		
Employee Benefits	19,003,212		
Books and Supplies	2,211,376		
Contracted Services & Operating Expenditures	16,473,186		
Capital Outlay	--		
Other Outgo (excluding Transfers of Indirect Costs)	271,000		
Other Outgo – Transfer of Indirect Costs	<u>(359,150)</u>		
Total Expenditures	\$ 78,612,211	\$	
Excess of Revenues over (Under) Expenditures	\$ 50,543	\$	()
<b>OTHER FINANCING SOURCES</b>			
Transfers In	\$ --	\$	
Transfers Out	<u>--</u>	<u>                    </u>	
Total Other sources (uses)	\$ --	\$	
Net Increase (Decrease) in Fund Balance	\$ 50,543	\$	()
Fund Balance (Deficit), July 1	\$ 24,255,211	\$	
Fund Balance (Deficit), June 30	\$ 24,305,754	\$	

Source: San Ysidro School District 2024-25 Adopted Budget and 2024-25 Second Interim Report.

In the 2024-25 Second Interim Report, the District projects that General Fund expenditures, together with interfund transfers, will exceed revenues in fiscal year 2024-25 by approximately \$\_\_\_ million, but that General Fund revenues, together with interfund transfers, will exceed expenditures in fiscal years 2025-26 and 2026-27 by approximately \$\_\_\_ million and \$\_\_\_ million, respectively. In the aggregate, the District projects in the 2024-25 Second Interim Report that General Fund expenditures, together with interfund transfers, will exceed revenues by approximately \$\_\_\_ million through June 30, 2027 leaving a projected General Fund balance of \$\_\_\_\_\_ as of that date.

[The 2024-25 Second Interim Report assumes that the District’s ADA will decline in each of fiscal years 2025-26 and 2026-27.] An increase in ADA generally increases the District’s funding from the State, and a decrease in ADA generally decreases the District’s funding from the State. If required, the District has a variety of cost-cutting measures that it can implement in order to reduce General Fund expenses in future fiscal years.

State law requires the District to maintain a reserve for economic uncertainty equal to at least 3.00% of General Fund expenditures and other financing uses. The District is also required to demonstrate that available reserves for each of the next two fiscal years will equal or exceed the required amount. [In the 2024-25 Second Interim Report, the District projects a reserve for economic uncertainty of 3.00% as a percentage of expenditures and other financing uses in each of fiscal years 2024-25, 2025-26 and 2026-27.]

Under SB 858 (as defined below), and SB 751 (as defined below), the District’s future reserves may be capped in certain fiscal years. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2” and “STATE OF CALIFORNIA FISCAL ISSUES — General Overview — *School Reserves*.” As the reserve cap provisions of SB 858 and SB 751 are dependent upon State budget actions, the District cannot predict the fiscal years in which the cap may apply.

For several fiscal years prior to fiscal year 2013-14 and in fiscal years 2016-17, 2019-20 and 2020-21, the State deferred the payment of certain revenues due to school districts to the following fiscal year. In accordance with State accounting standards, the District applies a modified accrual method of accounting and, accordingly, Tables 14 through 17 do not reflect any deferral of revenues to future fiscal years.

The District did not issue tax and revenue anticipation notes in fiscal year 2024-25 and does not currently expect to issue tax and revenue anticipation notes in fiscal year 2025-26, although the District is authorized to borrow funds from the County Treasurer and Tax Collector on a short-term basis to the extent required to meet its cash flow needs. See “DISTRICT DEBT STRUCTURE — Short-Term Debt” herein.

## **Revenue Sources**

The District categorizes its General Fund revenues into four sources: (1) state apportionment funding under the LCFF; (2) federal sources; (3) other State sources; and (4) other local sources. Each of these revenue sources is described below.

### **State Apportionment Funding**

For fiscal years 2021-22, 2022-23 and 2023-24, the District received \$49,737,761, \$55,001,255 and 57,326,598 respectively, from LCFF sources, representing approximately 67.9%, 68.2% and 68.1%, respectively, of its General Fund revenues. In its 2024-25 Second Interim Report, the District projects receipt of \$\_\_\_\_\_ from LCFF sources in fiscal year 2024-25, representing approximately \_\_\_% of its budgeted General Fund Revenues for such fiscal year.

## **Federal Revenues**

The federal government provides funding for several District programs to include Title I, Part A (Basic Grants Low-Income and Neglected), Title II, Part A (Supporting Effective Instruction), Title III (Immigrant and English Learner Student Program), Title IV, Part A (Student Support and Academic Enrichment Program), and several federally funded special education programs, programs under the Educational Consolidation and Improvement Act. The federal revenues, all of which are restricted, comprised approximately 13.4%, 13.4% and 7.6% of General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that federal revenues will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other State Sources**

In addition to State apportionment funding discussed above, the District receives other State revenues (“Other State Revenue”). In fiscal years 2021-22, 2022-23 and 2023-24, Other State Revenue equaled approximately 13.8%, 22.9% and 15.8%, respectively, of total General Fund revenues. In its 2024-25 Second Interim Report, the District projects that Other State Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other Local Revenue**

In addition to property taxes, the District receives additional local revenue (“Other Local Revenue”) from items such as the leasing of property owned by the District, interest earnings and local grants. This Other Local Revenue (including tuition and transfers) equaled approximately 4.7%, 5.8% and 8.6% of the total General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that Other Local Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund Revenues for fiscal year 2024-25.

## **Capital Projects Funds**

The District maintains a Capital Facilities Fund, separate and apart from the General Fund, to account for developer fees collected by the District. The District’s developer fees may be utilized for any capital purpose related to growth. Separate and apart from the General Fund, the District also maintains a Building Fund to account for general obligation bond proceeds restricted to capital projects, a Capital Project Fund for Blended Component Units to account for moneys received in connection with the District’s community facilities districts and a Special Reserve Fund for Capital Outlay to act as a reserve for Board of Education designated construction projects.

Collection of developer fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current developer fee is \$3.15 per square foot of habitable space on domestic housing developments. The current developer fee on commercial/industrial developments is \$0.51 per square foot. As of June 30, 2024, there was a balance of approximately \$9.0 million in the Capital Facilities Fund, a balance of approximately \$46.1 million in the Building Fund, a balance of approximately \$6.0 million in the Capital Projects Fund for Blended Component Units and a balance of approximately \$6.4 million in the Special Reserve Fund for Capital Outlay Projects. The amounts in these funds are restricted to pay for capital improvements.

## **DISTRICT DEBT STRUCTURE**

### **Long-Term Debt**

As of June 30, 2024, the District had \$358,242,344 of long-term debt outstanding. No long-term debt has been issued since June 30, 2024.

A schedule of changes in long-term debt for the year ended June 30, 2024 is as follows:

**Table 18**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Long-Term Debt**

	<i>Beginning Balance</i>	<i>Increases</i>	<i>Decreases</i>	<i>Ending Balance</i>	<i>Due Within One Year</i>
<u>Governmental Activities</u>					
General Obligation Bonds	\$ 131,766,068	\$ 49,135,000	\$ 24,221,075	\$ 156,679,993	\$ 8,646,776
Bond Premiums	5,406,888	724,203	830,090	5,300,992	342,142
Accreted Interest	<u>74,382,191</u>	<u>8,841,432</u>	<u>1,996,868</u>	<u>81,226,755</u>	<u>2,283,224</u>
Total GO Bonds	\$ 211,555,147	\$ 58,700,635	\$ 27,048,042	\$ 243,207,740	\$ 11,272,142
 Certificates of Participation	 \$ 34,490,000	 \$ -	 \$ 1,835,000	 \$ 32,655,000	 \$ 1,835,000
COPS Premiums	<u>2,332,463</u>	<u>-</u>	<u>129,915</u>	<u>2,202,548</u>	<u>130,601</u>
Total Certificates of Participation	\$ 36,822,463	\$ -	\$ 1,964,915	\$ 34,857,548	\$ 1,956,601
 Leases Payable	 \$ 45,534	 \$ 301,788	 \$ 68,057	 \$ 279,265	 \$ 51,800
Subscriptions Payable	584,659		288,153	296,506	277,909
Principle Apportionment Plan	1,081,557	-	270,390	811,167	270,390
Total OPEB Liability	16,544,352	-	526,636	16,017,716	-
Net Pension Liability	52,465,884	9,595,670	-	62,061,554	-
Compensated Absences	<u>440,532</u>	<u>270,316</u>	<u>-</u>	<u>710,848</u>	<u>710,848</u>
Total Governmental Activities	\$ 319,540,128	\$ 68,868,409	\$ 30,166,193	\$ 358,242,344	\$ 14,548,690

Source: San Ysidro School District.

Additional information regarding the long-term debt and its scheduled repayment is set forth in Note L to the District's 2023-24 Audited Financial Statements attached as Appendix B hereto.

In 2024, the District created two school facilities improvements districts within its boundaries: School Facilities Improvement District No. 1 ("SFID No. 1") and School Facilities Improvement District No. 2 ("SFID No. 2"). On November 5, 2024, the District's voters within SFID No. 1 approved one general obligation bond measure (Measure MM), in an aggregate principal amount of up to \$12,900,000 million. On November 5, 2024, the District's voters within SFID No. 2 approved two general obligation bond measures (Measure LL) and (Measure KK), in an aggregate principal amount of up to \$66,500,000 million and \$68,500,000 million, respectively. The District can provide no assurance as to when it will issue general obligation bonds under these measures, nor in what amount. Such general obligation bonds, if and when issued, would be secured by and payable solely from *ad valorem* property taxes within each respective school facilities improvement district.

### **Short-Term Debt**

The District currently has no short-term debt outstanding. The District did not issue any tax and revenue anticipation notes in fiscal year 2024-25, and it does not expect to issue any in fiscal year 2025-26. If any tax and revenue anticipation notes are issued, they will be payable from General Fund revenues and other lawfully available funds of the District and must mature in not more than 15 months from their issuance. The District has authorized the borrowing of money from the County Treasury and from certain non-General Fund funds, if needed. See “—DISTRICT FINANCIAL MATTERS – Current Financial Condition.”

### **Direct and Overlapping Debt**

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds, as well as certificates of participation. The direct and overlapping debt of the District as of February 1, 2025 is shown in Table 19 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement.

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The information in the following table has been provided by California Municipal Statistics, Inc. Neither the District nor the Underwriter has independently verified this information and do not guarantee its accuracy.

**Table 19**  
**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT**  
**San Ysidro School District**  
**As of February 1, 2025**

2024-25 Assessed Valuation: \$10,741,273,977

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 2/1/25</u>
Metropolitan Water District	0.264%	\$ 48,074
Southwestern Community College District	13.095	94,177,296
Sweetwater Union High School District	15.519	89,098,846
<b>San Ysidro School District</b>	<b>100.000</b>	<b>134,592,718<sup>(1)</sup></b>
<b>San Ysidro School District Certificates of Participation</b>	<b>100.000</b>	<b>30,820,000<sup>(2)</sup></b>
California Statewide Communities Development Authority 1915 Act Bonds	100.000	13,447,321
City of San Diego 1915 Act Bonds	100.000	2,110,000
Sweetwater Union High School District Community Facilities District No. 8, 9, 10	23.884-100.000	1,391,213
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$ 365,685,468</b>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
San Diego County General Fund Obligations	1.449%	\$ 5,086,932
San Diego County Pension Obligation Bonds	1.449	2,033,961
San Diego County Superintendent of Schools Obligations	1.449	74,261
Sweetwater Union High School District Certificates of Participation	15.519	60,524
City of San Diego General Fund Obligations	2.334	17,695,848
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$ 24,951,526</b>
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		 \$ 4,804,979
 <b>COMBINED TOTAL DEBT</b>		 <b>\$ 395,441,973<sup>(3)</sup></b>

Ratios to 2024-25 Assessed Valuation:

<b>Direct Debt (\$165,412,718).....</b>	<b>1.54%</b>
Total Direct and Overlapping Tax and Assessment Debt.....	3.40%
Combined Total Debt.....	3.68%

Ratio to Redevelopment Incremental Valuation (\$766,936,108):

Total Overlapping Tax Increment Debt.....	0.58%
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- (1) Does not include the 2025 Bonds. Excludes accreted interest on capital appreciation bonds.
- (2) Special taxes levied in Community Facilities Districts No. 1, 2 and 3 of the District are covenanted to support lease payments. The District has covenanted to make lease payments from its general fund to the extent that special tax revenues are not used or insufficient to make debt service payments.
- (3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
- Source: California Municipal Statistics, Inc.

## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

*The principal of and interest on the 2025 Bonds are payable solely from the proceeds of ad valorem taxes levied by the Board of Supervisors of the County for the payment thereof. (See “SECURITY FOR THE 2025 BONDS” herein.) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 1A, 2, 22, 30, 39, 46, 98 and 111 and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the 2025 Bonds. The taxes levied by the County for payment of the 2025 Bonds were approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### Article XIII A

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIII A to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean “the county assessor’s valuation of real property as shown on the 1975/76 tax bill under “full cash value,” or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition. Article XIII A was amended by Proposition 39 to allow an alternative means of seeking voter approval for bonded indebtedness by 55% of the vote for school districts and community college districts. See “—Proposition 39” herein.

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. The District is unable to predict the nature or magnitude of future revenue sources that may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

### Unitary Property

Some amount of property tax revenue of the District may be derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. Such State-assessed unitary and

certain other property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on any utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District.

## **Article XIII B**

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution. In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the state to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (a) if financial responsibility for providing services is transferred to the governmental entity, or (b) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979 on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (a) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (b) the investment of tax revenues and (c) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

As amended in June 1990, the appropriations limit for local governments in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the local government's option, either (i) the percentage change in California per capita personal income, or (ii) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the District over such two-year period above the

combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the appropriations limit are absorbed into the State's allowable limit. The District does not currently have and does not anticipate having "proceeds of taxes" in excess of its appropriations limit.

Article XIIB permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years. Pursuant to statute, if a school district receives any proceeds of taxes in excess of its appropriations limit, it may, by resolution of the governing board, increase its appropriations limit to equal the amount received, provided that the State has sufficient excess appropriations limit in that fiscal year.

### **Articles XIIC and XIID**

On November 5, 1996, California voters approved Proposition 218—Voters Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Among other things, Proposition 218 states that all taxes imposed by local governments shall be deemed to be either "general taxes" (imposed for general governmental purposes) or "special taxes" (imposed for specific purposes); prohibits special purpose government agencies, including school districts, from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Proposition 218 also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on officials of the County to levy a property tax sufficient to pay debt service on the 2025 Bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. See "DISTRICT FINANCIAL MATTERS—Revenue Sources." In the case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIIC. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other

monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges. Article XIID explicitly provides that nothing in Article XIIC or XIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. No developer fees imposed by the District are pledged or expected to be used to make payments with respect to the 2025 Bonds.

The provisions of Article XIIC and XIID may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

#### **Proposition 46**

On June 3, 1986, California voters approved Proposition 46, which provided an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

#### **Proposition 39**

On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness of a school district or community college district by 55% of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55% voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt from the 1% *ad valorem* tax limitation under Section 1(a) of Article XIII A of the Constitution levies to pay bonds approved by the 55% of the voters, subject to the restrictions explained above. The *ad valorem* taxes for payment on the 2025 Bonds fall within the exception described in the preceding sentence.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens' oversight committee must be appointed to review the use of the bond funds and inform the public about their proper usage. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Propositions 98 and 111**

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level and the operation of the State's appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) 40.9% of State General Fund revenues (the "first test"), or (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"), or (c) a "third test" which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus 1/2 of 1% is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a "credit" to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor's concurrence, to suspend the K-14 schools' minimum funding formula for a one-year period, and any corresponding reduction in funding for that year will not be paid in subsequent years. However, in determining the funding level for the succeeding year, the formula base for the prior year will be reinstated as if such suspension had not taken place. In certain fiscal years, the State Legislature and the Governor have utilized this provision to avoid having the full Proposition 98 funding paid to support K-14 schools.

Proposition 98 also changes how tax revenues in excess of the State Appropriations Limit are distributed. "Excess" tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50% of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of State General Fund revenues to be allocated to K-14 districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, some fiscal observers expect Proposition 98 to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State ability to fund such other programs by raising taxes.

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimums under the first test and the second test described above are dependent on State General Fund revenues. In several recent fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years' estimated Proposition 98 minimums.

### **Proposition 1A and Proposition 22**

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Many of the provisions of Proposition 1A have been superseded by Proposition 22 enacted in November 2010.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's General Fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the longer-term effect of Proposition 22, according to the LAO's analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding California Assembly Bill x1 26 to be constitutional and California Assembly Bill x1 27 to be unconstitutional. As a result, all redevelopment agencies in California were dissolved on February 1, 2012, and the property tax revenue which previously flowed to the redevelopment agencies is now instead going to other local governments, including school districts. It is likely that the dissolution of redevelopment agencies has mooted the effects of Proposition 22.

## **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The California Children’s Education and Health Care Protection Act of 2016 (also known as “Proposition 55”) is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030. Proposition 55 did not extend the temporary State Sales and Use Tax rate increase enacted under Proposition 30, which expired as of January 1, 2017.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for K-14 school districts. See “—Propositions 98 and 111” herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

## **Proposition 2**

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State General Fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State General Fund revenues that are allocable to capital gains taxes exceed 8% of total estimated General Fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State General Fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.



For the first 15 year period ending with fiscal year 2029-30, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers the BSA, nor does the Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State General Fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living.

## **California Senate Bill 222**

On July 13, 2015, the Governor signed Senate Bill 222 (“SB 222”) into law, effective January 1, 2016. SB 222 was introduced on February 12, 2015, initially to amend Section 15251 of the California Education Code to clarify the process of lien perfection for general obligation bonds issued by or on behalf of California school and community college districts. Subsequently, on April 15, 2015, SB 222 was amended to include an addition to the California Government Code to similarly clarify the process of lien perfection for general obligation bonds issued by cities, counties, authorities and special districts, including the District.

SB 222, applicable to general obligations bonds issued after its effective date, will remove the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a “statutory” lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk

of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

### **Proposition 19**

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“Proposition 19”), which amends Article XIII A to: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on District revenues or the assessed valuation of real property in the District.

### **Proposition 2 (2024)**

The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair and Safety Bond Act of 2024 (also known as Proposition 2 and referred to herein as “Proposition 2 (2024)”) was a ballot measure that was approved by State voters on November 5, 2024. Proposition 2 (2024) authorizes the sale and issuance of \$10 billion in State general obligation bonds for the repair, upgrade and construction of facilities at K-12 public schools, community colleges and career technical education programs, including the development of health and safety conditions.

Proposition 2 (2024) includes \$3.3 billion for the new construction of K-12 facilities and an additional \$4 billion for the modernization of existing K-12 facilities. Up to \$10 million of the allocation for new constructions will be reserved for small school districts with an enrollment of fewer than 2,501 students. Of the \$4 billion assigned for modernization of existing K-12 facilities, up to \$115 million will be allocated for the repairment of lead in water at school facilities. Generally, K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. However, some districts that have lower assessed property values and meet certain other socio-economic criteria will be required to pay as low as 45% and 35% of new construction costs and modernization costs, respectively. In addition, a total of \$1.2 billion will be available for the modernization and new construction of charter school facilities (\$600 million) and technical education facilities (\$600 million). The State will award funds to technical education and charter school through an application process, and charter schools must be deemed financially sound before project approval.

The District makes no representation or guarantees that it will pursue or qualify for Proposition 2 (2024) State facilities funding.

### **Jarvis v. Connell**

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District expected to be received from the State. To the extent the holding in such case would apply to State payments reflected in the District’s budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the

limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Future Initiatives and Propositions**

Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Propositions 22, 26, 30, 39, 46, 98, 111 and 1A were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or such districts' ability to expend revenues.

There can be no assurance that the California electorate will not at some future time adopt other initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State of California resulting in a reduction of amounts legally available to the District.

### **STATE OF CALIFORNIA FISCAL ISSUES**

*The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information.*

#### **General Overview**

***Financial Stress on State Budget.*** For the first several fiscal years after the onset of the COVID-19 pandemic the State experienced a series of budget surpluses; however, in the 2024-25 State Budget and the 2025-26 Proposed Budget (both as defined below), the State projects that it will operate at a deficit for the next several fiscal years. According to the State, there remain a number of other major risks and pressures that threaten the State's financial condition, including potential changes to federal fiscal policies and large unfunded liabilities for PERS and STRS, rising health care costs and trade policy. The State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. The District is unable to predict the degree to which factors will materially adversely affect the financial condition of the State.

***Cash Management by State and Impact on Schools.*** To conserve cash in light of declining revenues resulting from the last recession, the State enacted several statutes deferring the payment of amounts owed to public schools, until a later date in the current, or in a subsequent, fiscal year. This technique was used in all of the State's budget bills from fiscal year 2008-09 through fiscal year 2012-13. Some of these statutory deferrals were made permanent, and others were implemented only for one fiscal year. These deferrals reduced amounts paid to K-12 districts and resulted in deferred payments that at one point totaled more than \$10 billion. These deferrals also created cash flow shortages for certain K-12 districts which required an increased level of cash flow borrowings. In fiscal years 2013-14 and 2014-15, the State repaid the majority of these deferrals and the remaining \$992 million was repaid in fiscal year 2015-16. The State included LCFF apportionment deferrals in its budget for fiscal year 2020-21 but repaid these deferrals in fiscal year 2021-22. The 2024-25 State Budget includes LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 and from fiscal year 2024-25 to fiscal year 2025-26. See "—2024-25 State Budget."

***School Reserves*** – Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an ADA of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the

county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

The District, which has an ADA of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its General Fund expenditures and other financing uses.

Senate Bill 751 (“SB 751”), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total General Fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions community funded districts and small school districts having fewer than 2,501 units of average daily attendance.

The Series A Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the State Constitution and other State law. Accordingly, the District does not expect SB 858 or SB 751 to adversely affect its ability to pay the principal of and interest on the 2025 Bonds as and when due.

## 2024-25 State Budget

On June 26, 2024, the Governor signed the State budget for fiscal year 2024-25 (the “2024-25 State Budget”). The following information is drawn from the DOF summary of the 2024-25 State Budget.

The 2024-25 State Budget reports that, emerging from the COVID-19 pandemic, the State has experienced significant revenue volatility occasioned by unprecedented revenue growth that was quickly followed by a sharp correction back towards historical trends, as well as federal and state income tax deadline delays which significantly clouded the State’s revenue forecast. The 2024-25 State Budget estimates that the State is facing a budget shortfall in fiscal year 2024-25 of approximately \$46.8 billion. The 2024-25 State Budget solves the projected deficit through a mix of broad-based measures, including:

- *Reductions* – \$16 billion of reductions to various State programs and operations, including (i) a reduction to State operations of approximately 7.95% beginning in fiscal year 2024-25 to nearly all department budgets, (ii) a permanent reduction of \$1.5 billion by reducing departmental budgets for vacant positions, (iii) an additional reduction of \$358 million (for a total of \$750 million) to the Department of Corrections and Rehabilitation in fiscal years 2022-23 through 2024-25, and (iv) various one-time and ongoing reductions to State programs, including the California Student Housing Loan Program, the Learning-Aligned Employment Program, the Middle Class Scholarship Program, affordable housing programs, healthcare workforce programs and State and local public health efforts.
- *Revenue and Internal Borrowing* – \$13.6 billion in additional revenue sources and internal borrowings from special funds, including (i) suspension of the Net Operating Loss tax deduction for companies with over \$1 million in taxable income and limits on business tax credits to \$5 million in fiscal years 2024-25 through 2026-27, and (ii) an increase to the managed care organization tax of \$5.1 billion in fiscal year 2024-25, \$4.6 billion in fiscal year 2025-26 and \$4.0 million in fiscal year 2026-27.
- *Reserves* – The 2024-25 State Budget withdraws \$12.2 billion from the BSA over the next two fiscal years (\$5.1 billion in fiscal year 2024-25 and \$7.1 billion in fiscal year 2025-26), and \$900 million from the Safety Net Reserve in fiscal year 2024-25. The 2024-25 State Budget

also withdraws the full balance in the PSSSA (\$5.3 billion) to support LCFF costs in fiscal year 2023-24. The 2024-25 State Budget also authorizes a discretionary payment to the PSSSA in fiscal year 2024-25 of \$1.1 billion. As a result, school reserve caps are not projected to be triggered in fiscal year 2024-25 and 2025-26. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

- *Fund Shifts* – The 2024-25 State Budget shifts \$6.0 billion of expenditures from the State general fund to other funds, including (i) applying a prior CalPERS supplemental pension payment to the State’s overall pension liability, reducing required employer contributions in fiscal year 2024-25 by \$1.7 billion, and (ii) \$3.9 billion from the State general fund to the Greenhouse Gas Reduction Fund to support the Transit and Intercity Rail Capital Program as well as clean energy and other climate programs.
- *Delays and Pauses* – \$3.1 billion of delays to avoid increases in future obligations and potential shortfalls, including (i) delaying for two years the expansion of the California Food Assistance Program, (ii) delaying for two years the implementation of increased pay to providers of assistance to individuals with developmental disabilities, (iii) delaying for two years the expansion of child care slots, and (iv) delaying funding to the Broadband Last Mile program, which provides funding for projects that increase internet access in low income communities, to fiscal year 2027-28.
- *Deferrals* – \$2.1 billion of deferrals in certain State payments, including (i) a deferral of \$3.2 billion (including \$1.6 billion from the State general fund) for one month of State employees’ payroll costs, and (ii) a multi-year deferral of \$524 million for the University of California/California State University compact which advances several shared student goals. The 2024-25 State Budget also authorizes LCFF apportionment deferrals of \$246 million from 2024-25 to 2025-26 (as further described herein).

For fiscal year 2023-24, the 2024-25 State Budget projects total general fund revenues and transfers of \$189.4 billion and authorizes expenditures of \$223.1 billion. The State is projected to end the 2023-24 fiscal year with total reserves of \$26.4 billion, including \$22.6 billion in the BSA, \$2.9 billion in the traditional general fund reserve, and \$900 million in the Safety Net Reserve Fund. The 2024-25 State Budget also authorizes the withdrawal of the full amount on deposit in the PSSSA, leaving a zero balance. For fiscal year 2024-25, the 2024-25 State Budget projects total general fund revenues and transfers of \$212.1 billion and authorizes expenditures of \$211.5 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$22.2 billion, including \$3.5 billion in the traditional general fund reserve, \$17.6 billion in the BSA and \$1.1 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The 2024-25 State Budget sets total funding for all K-12 education programs at \$133.8 billion, including \$81.5 billion from the State general fund and \$52.3 billion from other sources. The minimum funding guarantee in fiscal year 2024-25 is set at \$115.3 billion. The 2024-25 State Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2022-23 and 2023-24, setting them at \$103.7 billion and \$98.5 billion, respectively. The 2024-25 State Budget suspends the minimum funding guarantee in fiscal year 2023-24, creating a maintenance factor obligation of approximately \$8.3 billion in fiscal year 2023-24, and is projected to create a maintenance factor obligation of approximately \$4.1 billion in fiscal year 2024-25, which will be paid in addition to the guarantee for fiscal year 2024-25. The 2024-25 State Budget projects Test 1 of the guarantee to be in effect in fiscal year 2024-25. To accommodate enrollment increases related to the expansion of Transitional Kindergarten, the 2024-25 State Budget rebenchs the Test 1 percentage, from approximately 38.6% to 39.2%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.

Other significant features relating to K-12 education funding include the following:

- *LCFF* – The 2024-25 State Budget includes an LCFF COLA of 1.07%. When combined with population growth adjustments, this would result in an increase of roughly \$983 million in discretionary funds for local educational agencies, as compared to the level set in the prior State budget. To fully fund the LCFF, the 2024-25 State Budget authorizes the withdrawal of the full balance in the PSSSA to support ongoing LCFF costs in fiscal year 2023-24, and uses available reappropriation and reversion funding totaling \$253.9 million to support ongoing LCFF costs in 2024-25. The 2024-25 State Budget also provides \$89.2 million in ongoing Proposition 98 funding to reflect a 1.07% COLA for specified categorical programs.
- *Deferrals* – The 2024-25 State Budget reflects LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 of approximately \$3.6 billion, and from fiscal year 2024-25 to fiscal year 2025-26 of approximately \$246 million. Additionally, the 2024-25 State Budget reflects approximately \$2.3 billion in categorical program deferrals from fiscal year 2022-23 to fiscal year 2023-24, with the deferral amount being repaid using funds on deposit in the PSSSA.
- *Teacher Preparation and Professional Development* – \$25 million in one-time Proposition 98 funding to support training for educators to administer literacy screenings. The 2024-25 State Budget also provides \$20 million in one-time Proposition 98 funding for county offices of education to develop and provide training for mathematics coaches and leaders to support the delivery of high-quality math instruction.
- *Transitional Kindergarten* – \$988.7 million in Proposition 98 funding to support the second year (the 2023-24 school year) of expanded eligibility for TK, shifting age eligibility from all children turning five years old between September 2 and February 2 to all children turning such age between September 2 to April 2 (approximately 36,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$390.2 million in Proposition 98 funding to support one additional certificated or classified staff person for every TK class. Additionally, the 2024-25 State Budget provides \$1.5 billion in ongoing Proposition 98 funding to support the third year (the 2024-25 school year) of expanded eligibility for TK, shifting age eligibility for all children turning five years old between September 2 and April 2 to all children turning such age between September 2 and June 2 (approximately 38,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$515.5 million in ongoing Proposition 98 funding to support one additional certificated or classified staff person for every TK class.
- *Facilities* – The 2024-25 State Budget delays \$550 million of funds approved as part of previous State budgets to support the construction of new school facilities or the retrofit of existing facilities for the purpose of providing TK, full-day kindergarten or preschool classrooms. The 2024-25 State Budget also forgoes a previously planned investment of \$875 million in the State School Facilities Program.
- *Home-to-School Transportation* – The 2024-25 State Budget eliminates \$500 million in previously planned one-time Proposition 98 funding to support the greening of school bus fleets.
- *Nutrition* – An increase of \$179.4 million in ongoing Proposition 98 funding, and an additional \$120.8 million in one-time Proposition 98 funding, to fully fund the universal school meals program in 2023-24 and 2024-25.

- *Employee Assistance* – \$9 million in one-time Proposition 98 funding to provide supplemental pay for classified school staff during intersessional months when they are not employed.
- *Instruction* – \$907.1 million to support Proposition 28, the Arts and Music in Schools Funding Guarantee and Accountability Act, in fiscal year 2024-25. The 2024-25 State Budget also provides \$7 million in one-time Proposition funding to support inquiry-based science instruction and assessment through the development of a bank of curriculum-embedded performance tasks. Finally, the 2024-25 State Budget provides \$5 million in one-time Proposition 98 funding to support the California Teachers Collaborative for Holocaust and Genocide Education.
- *After School Programs* - \$5 million in one-time State general fund support for after school programs in rural school districts.
- *Technology Support* – \$3.4 million, of which \$380,000 is ongoing, to support the replacement of critical computer servers, maintain warranty coverage for network infrastructure and refresh laptops, tablets and workstations for students and staff at State special schools and diagnostic centers. The 2024-25 State Budget also provides \$3.2 million in ongoing Proposition 98 funding to support the K-12 High Speed Network program.

For additional information regarding the 2024-25 State Budget, see the DOF and LAO websites at [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

### **Proposed 2025-26 State Budget**

On January 10, 2025, the Governor released the proposed State budget for fiscal year 2025-26 (the “Proposed 2025-26 Budget”). The following is drawn from the DOF and LAO summaries of the Proposed 2025-26 Budget.

The Proposed 2025-26 Budget reports that the State begins 2025 in a stronger fiscal position than it has in recent years. The State experienced significant budget shortfalls in recent years due to the combination of extreme revenue volatility and an unprecedented federal tax filing delay. The economy performed better than projected in the 2024-25 Budget leading to an upgrade to the forecast in the near term and modest upward revisions in the long term. The stronger-than-anticipated performance of the economy, stock market, and cash receipts, combined with an improved economic outlook, have all contributed to the upgraded revenue forecast, with general fund revenues before accounting to transfers and tax policy proposals projected to be higher by approximately \$16.5 billion (or \$9 billion, as calculated by the LAO) in the three-year budget window. The Proposed 2025-26 Budget recognizes several risk factors that could affect the economy and State revenues, including stock market and asset price volatility and declines, as well as geopolitical instability. Although the Proposed 2025-26 Budget anticipates shortfalls in subsequent fiscal years that are driven by expenditures exceeding revenues, additional decisions may be necessary at the May revision to maintain a balanced budget, not only in the coming year, but also on an ongoing basis.

The 2024-25 State Budget assumed withdrawals from the BSA of approximately \$5.1 billion in 2024-25 and \$7.1 billion in 2025-26 in order to provide for a balanced budget. The Proposed 2025-26 Budget maintains the \$7.1 billion withdrawal from the BSA for 2025-26. In order to address revenue volatility and increase budget resiliency, the Proposed 2025-26 Budget proposes statutory changes to allow the State to save even more during economic upswings. Under current law, a deposit to the BSA is counted as an expenditure and is therefore not exempt from Proposition 4’s State Appropriations Limit. The Proposed 2025-26 Budget proposes to increase the mandatory deposit level in the BSA from the current 10 percent to 20 percent of general fund revenues and exempt deposits into the BSA from the State Appropriations limit. The increased reserves

would allow the State to weather future revenue volatility and avoid needing to make reductions, deferrals and funding delays during revenue downswings or other emergencies.

For fiscal year 2024-25, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$222.5 billion and authorizes expenditures of \$232.1 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$27.4 billion, including \$18.0 billion in the BSA, \$8.3 billion in traditional general fund reserves and \$1.2 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance. For fiscal year 2025-26, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$225.1 billion and authorizes expenditures of \$228.9 billion. The State is projected to end the 2025-26 fiscal year with total reserves of \$16.9 billion, including \$4.5 billion in the traditional general fund reserve, \$10.9 billion in the BSA and \$1.5 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The Proposed 2025-26 Budget sets total funding for all TK-12 education programs at \$137.1 billion, including \$83.3 billion from the State general fund and \$53.8 billion from other sources. TK-12 per-pupil funding totals \$24,764, including \$18,918 from Proposition 98 sources. The minimum funding guarantee in fiscal year 2025-26 is set at \$118.9 billion. The Proposed 2025-26 Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2023-24 and 2024-25, setting them at \$98.5 billion and \$119.2 billion, respectively. The revisions to the minimum funding guarantee represent an increase of approximately \$7.5 billion of the three-year period relative to the 2024-25 State Budget. Due to the inherent risk in revenue projections, the Proposed 2025-26 Budget appropriates \$117.6 billion, instead of the currently calculated level of \$119.2 billion in 2024-25 in order to mitigate the risk of potentially appropriating more resources to the minimum funding guarantee than are available in the final calculation for 2024-25. Potential adjustments will be evaluated at the May Revision for fiscal year 2024-25 and will not be final until the certification of the fiscal year 2024-25 minimum funding guarantee. The Proposed 2025-26 Budget projects Test 1 of the guarantee to be in effect in for fiscal years 2024-25 and 2025-26. To accommodate enrollment increases related to the expansion of Universal Transitional Kindergarten (further described below), the Proposed 2025-26 State Budget rebench the Test 1 percentage, from approximately 39.2% to 39.6%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.

Other significant features relating to TK-12 education funding include the following:

- *LCFF* – The Proposed 2024-25 Budget includes an LCFF COLA of 2.43%. When combined with population growth adjustments, this would result in an increase of roughly \$2.5 billion in discretionary funds for local educational agencies. Budgetary deferrals of \$246.6 million are fully repaid in 2025-26. To fully fund the LCFF and maintain the level of past year principal apportionments, the Proposed 2025-26 Budget uses available reappropriation and reversion funding totaling \$25.9 million to support ongoing LCFF costs in fiscal year 2023-24 and deferring LCFF funding totaling \$35.1 million from fiscal year 2023-24 to fiscal year 2024-25. This one-time deferral is fully repaid in fiscal year 2024-25. The Proposed 2025-26 Budget provides a revised fiscal year 2024-25 mandatory payment of roughly a \$1.2 billion into the PSSSA and a \$376 million mandatory payment into the PSSSA for fiscal year 2025-26, which provides a revised \$1.5 billion balance in the PSSSA at the end of fiscal year 2025-26. The Proposed 2025-26 Budget also provides \$204 million in ongoing Proposition 98 funding to reflect a 2.43% COLA for specific categorical programs and the LCFF Equity Multiplier. Finally, the Proposed 2025-26 Budget reflects \$12.2 million in ongoing Proposition 98 funding to reflect ADA changes applicable to county offices of education LCFF, and a 2.43% COLA.
- *Universal Transitional Kindergarten* – \$2.4 billion in ongoing Proposition 98 funding to support the full implementation of universal transitional kindergarten so that all children who turn 4 years old by September 1 of the school year can enroll (providing access to roughly 60,000 additional children). The Proposed 2025-26 Budget also provides an additional \$1.5 billion in ongoing Proposition 98 funding to support further lowering the average student-to-



adult ratio from 12:1 to 10:1 in every transitional kindergarten classroom, and \$10 million in one-time Proposition 98 funding for statewide use of English language proficiency screeners to support multilingual learnings in transitional kindergarten.

- *Before School, After School and Summer School* – \$435 million in additional ongoing Proposition 98 funding to cover the costs of increasing the number of TK-6 grade local educational agencies that offer universal access to students, from those with an unduplicated pupil percentage of 75 percent to those with 55 percent unduplicated students as part of the full implementation of the Expanded Learning Opportunities Program, which increases the total ongoing funding for the program to \$4.4 billion.
- *Literacy Instruction* – The Proposed 2025-26 Budget provides one-time Proposition 98 funding of \$500 million for TK-12 literacy and mathematics coaches and \$40 million to support necessary costs, including purchasing screening materials and training for educators, to administer literacy examinations. The one-time funds augment funds provided in previous budgets in support of implementing the State’s English Language Arts/English Language (“ELA/ELD”) Framework. The Proposed 2025-26 Budget also provides \$5 million annually through 2029-30 to launch a Literacy Network within the State System of Support and directs the Quality Commission to initiate follow-up adoption for instructional materials and to develop a curriculum guide and resources in personal finance.
- *Teacher Preparation and Professional Development* – \$150 million in one-time Proposition 98 funding to provide financial assistance for teacher candidates through the new Teacher Recruitment Incentive Program to address staffing shortages. The Proposed 2025-26 Budget also provides an additional \$100 million in one-time Proposition 98 funding to extend the timeline of the existing National Board Certification Program to support National Board Certified teachers to teach and mentor other instructional staff in high poverty schools.
- *Student Support and Professional Development Discretionary Block Grant* – \$1.8 billion in one-time Proposition 98 funds for a discretionary block grant. The funds will provide local educational agencies with additional fiscal support to address rising costs, as well as fund statewide priorities including: (i) professional development for teachers ELA/ELD Framework and the Literacy Roadmap; (ii) professional development for teachers on the Mathematics Framework; (iii) teacher recruitment and retention strategies; and (iv) career pathways and dual enrollment expansion efforts.
- *Learning Recovery Emergency Block Grant* – \$378.6 million one-time Proposition 98 funding to support the Learning Recovery Emergency Block Grant, which supports local educational agencies in establishing learning recovery initiatives through the 2027-28 school year.
- *Nutrition* – An increase of \$106.3 million in ongoing Proposition 98 funding to fully fund the universal school meals program in fiscal year 2025-26.
- *Kitchen Infrastructure and Training* – \$150 million in one-time Proposition 98 funding for specialized kitchen equipment, infrastructure, and training to support schools in providing more freshly prepared meals made with locally grown ingredients.
- *Local Property Tax Adjustments* – \$150 million in one-time Proposition 98 funding for school districts and county offices of education in fiscal year 2024-25, and a decrease of \$1.5 billion ongoing Proposition 98 funding for school districts and county offices of education in fiscal year 2025-26, resulting from increased offsetting property taxes.

- *TK-12 High Speed Network Support* – \$5 million in one-time State general fund support for after school programs in rural school districts.

For additional information regarding the Proposed 2025-26 Budget, see the DOF and LAO websites [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

## **Future Actions and Events**

The District cannot predict what additional actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. A resurgence of the COVID-19 pandemic, or the outbreak of a new pandemic, could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District. However, the obligation to levy *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Series A Bonds would not be impaired by the events described above.

## **LEGAL MATTERS**

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations.

In the opinion of Bond Counsel, the difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such 2025 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable 2025 Bond. The amount of original issue discount that accrues to the Beneficial Owner of a 2025 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the 2025 Bonds (including any original issue discount) is based upon certain representations of fact

and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that interest on the 2025 Bonds (including any original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the 2025 Bonds (including any original issue discount) to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a 2025 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2025 Bond to the Beneficial Owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of Bond issues, including both random and targeted audits. It is possible that the 2025 Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2025 Bonds might be affected as a result of such an audit of the 2025 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2025 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the 2025 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE 2025 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2025 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2025 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE 2025 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2025 BONDS.

Bond Counsel's opinion may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Bond Resolution and the Tax Certificate relating to each series of 2025 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to any 2025 Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel will render an opinion that interest on the 2025 Bonds (including any original issue discount) is excluded from gross income for federal income tax purposes provided that the District

continues to comply with certain requirements of the Code, the accrual or receipt of interest on the 2025 Bonds (including any original issue discount) may otherwise affect the tax liability of the recipient. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the 2025 Bonds.

A copy of the proposed form of the opinions of Bond Counsel with respect to the Measure U 2025 Bonds, the Measure T 2025 Bonds and the Refunding Bonds is set forth in Appendix A-1, Appendix A-2 and Appendix A-3 hereto, respectively.

### **Legality for Investment in California**

Under provisions of the California Financial Code, the 2025 Bonds are legal investments for commercial banks in California to the extent that the 2025 Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

### **No Litigation**

No litigation is pending or threatened concerning the validity of the 2025 Bonds, and a certificate to that effect will be furnished by the District at the time of the issuance and delivery of the 2025 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the 2025 Bonds.

### **Verification**

Prior to the delivery of the Refunding Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to them by the Underwriter (defined herein) relating to the adequacy of the moneys in the Escrow Fund to pay the amount due on the Refunded Bonds on the Redemption Date.

## **CONTINUING DISCLOSURE**

In connection with the issuance of the 2025 Bonds, the District will covenant for the benefit of bondholders (including Beneficial Owners of the 2025 Bonds) to provide certain financial information and operating data relating to the District (the "Annual Reports") by not later than the March 31 following the end of the District's fiscal year (which currently ends June 30), commencing with the report for fiscal year [2024-25], and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of enumerated events will be filed by the District in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12(b)(5), as amended (the "Rule"). The specific nature of the information to be contained in the Annual Reports and the notices of enumerated events is included in Appendix C—"FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. These covenants are being made in order to assist the Underwriter in complying with the Rule.

A review of the District's compliance with its previous continuing disclosure undertakings was conducted in \_\_\_\_\_, 2025. The review found that, within the past five years, [the District had failed to comply with certain of its undertakings by failing to file a notice of defeasance and failing to timely file a notice of a change to the District's underlying rating.] [UPDATE] The District has also engaged the services of a third party dissemination agent to assist in complying with its continuing disclosure undertakings going forward.

## MISCELLANEOUS

### Ratings

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, has assigned the insured rating of "AA" (stable outlook) to the 2025 Bonds based on the issuance and delivery of the Policy by the Insurer at the time of issuance of the 2025 Bonds. See "BOND INSURANCE." In addition, Moody's Investor Services, Inc. has assigned the underlying rating of "\_\_\_" to the 2025 Bonds, irrespective of the delivery of the Policy. The ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from such organizations. Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that either rating for the 2025 Bonds will continue for any given period of time or that either of such ratings will not be revised downward or withdrawn entirely by a rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the 2025 Bonds.

### Underwriting

The Measure U 2025 Bonds are being purchased by Barclays Capital Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Measure U 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure U 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure U 2025 Bonds provides that the Underwriter will purchase all of the Measure U 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure U 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Measure T 2025 Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Measure T 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure T 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure T 2025 Bonds provides that the Underwriter will purchase all of the Measure T 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure T 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Refunding Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Refunding Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Refunding Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Refunding Bonds provides that the Underwriter will purchase all of the Refunding Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Refunding Bonds to certain dealers and others at yields higher than the

offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

### **Audited Financial Statements**

The District's audited financial statements for fiscal year 2023-24 included in Appendix B of this Official Statement have been audited by Wilkinson Hadley King & Co. LLP (the "Auditor"), as stated in their report in Appendix B. Attention is called to the scope limitation described in the Auditor's report accompanying the financial statements. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2023-24 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated February 25, 2025. See Appendix B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" herein.

### **Financial Interests**

The fees being paid to the Underwriter, Underwriter's Counsel, the District's Municipal Advisor and Bond Counsel and Disclosure Counsel are contingent upon the issuance and delivery of the 2025 Bonds. From time to time, Bond Counsel represents the Underwriter on matters unrelated to the 2025 Bonds.

### **ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to purchasers of the 2025 Bonds. Quotations from and summaries and explanations of the 2025 Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The Underwriter of the 2025 Bonds has received a variety of District reports. These reports include audits and budgets. Any 2025 Bond Owner may obtain copies of such reports, as available, from the District at 4350 Otay Mesa Road, San Ysidro, California 92173. The District may impose a charge for copying, mailing and handling.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners or Beneficial Owners of any of the 2025 Bonds.

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

### **SAN YSIDRO SCHOOL DISTRICT**

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

## APPENDIX A-1

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE U 2025 BONDS

*On the date of issuance of the Measure U 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure U 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure U)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.



Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,

## APPENDIX A-2

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE T 2025 BONDS

*On the date of issuance of the Measure T 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure T 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure T)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,

## APPENDIX A-3

### FORM OF OPINION OF BOND COUNSEL FOR REFUNDING BONDS

*On the date of issuance of the Refunding Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Refunding Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
2025 General Obligation Refunding Bonds, Series A

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the "District") taken in connection with the authorization and issuance of the District's 2025 General Obligation Refunding Bonds, Series A, in the aggregate principal amount of \$\_\_\_\_\_ (the "2025 Bonds"), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the "County"), the District, U.S. Bank Trust Company, National Association, the initial purchaser of the 2025 Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The 2025 Bonds have been issued by the District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the "Bond Resolution").

The 2025 Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The 2025 Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The 2025 Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The 2025 Bonds have been duly and validly authorized and constitute the legal, valid and binding obligations of the District enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The 2025 Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization,

fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The 2025 Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the 2025 Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2025 Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a 2025 Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a 2025 Bond owner will increase the 2025 Bond owner's basis in the applicable 2025 Bond.

(7) The amount by which a 2025 Bond owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a 2025 Bond owner realizing a taxable gain when a 2025 Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable 2025 Bond premium.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the 2025 Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the 2025 Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the 2025 Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any 2025 Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth LLP.

It is possible that subsequent to the issuance of the 2025 Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the 2025 Bonds or the market value of the 2025 Bonds. No assurance can be given that subsequent to the issuance of the 2025 Bonds such changes or interpretations will not occur.

The opinions expressed herein and the exclusion of interest on the 2025 Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the 2025 Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the 2025 Bonds or other offering material relating to the 2025 Bonds and expressly disclaim any duty to advise the owners of the 2025 Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

**APPENDIX B**  
**DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS**



## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated \_\_\_\_\_, 2025, is executed and delivered by the San Ysidro School District (the “Issuer”) in connection with the issuance of its: (i) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure U), (ii) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure T), and (iii) \$\_\_\_\_\_ 2025 General Obligation Refunding Bonds, Series A (collectively, the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Resolutions”). The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

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

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

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

“Disclosure Representative” shall mean either of the Superintendent or the Chief Business Official, of the Issuer, or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

“Dissemination Agent” shall mean, initially, Dale Scott & Company, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designed in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Official Statement” shall mean the Official Statement for the Bonds dated \_\_\_\_\_, 2025.

“Participating Underwriter” shall mean Barclays Capital Inc., as the original underwriter of the Bonds.

“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 3. Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than the March 31 after the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending

June 30, [2025], provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is other than the Issuer, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to the MSRB, in the form required by the MSRB, stating that the Annual Report has not been filed and, if known, the anticipated date for its filing.

(d) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) (i) The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended; (ii) the most recently adopted budget of the Issuer and, if required to be prepared and filed, the First Interim Report for the current fiscal year; (iii) an update of the information contained in Tables [1A and 4 contained under the heading "TAX BASE FOR REPAYMENT OF THE 2025 BONDS"] in the Official Statement for the Bonds; and (iv) notice of any amendment to either or both of the Resolutions that occurred in the most recent fiscal year. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units

by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;
- (8) ratings changes;
- (9) bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) unless described in Section 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (3) appointment of a successor or additional trustee or the change of the name of a trustee;
- (4) nonpayment related defaults;
- (5) modifications to the rights of Owners of the Bonds;
- (6) bond calls;
- (7) release, substitution or sale of property securing repayment of the Bonds; and
- (8) incurrence of a financial obligation of the obligated person, or agreement to covenant, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect Owners of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the EMMA. Notwithstanding the foregoing, notice of Listed Event described in Section 5(b)(6) need not be given under Sections 5(d) or (f) any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Resolutions.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

(h) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee

of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Dale Scott & Company, Inc. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Paying Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent (if other than the Issuer) an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Bonds, upon obtaining consent of Owners at least 25% in aggregate principal of the Bonds then outstanding; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this

Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond Owner's, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Superintendent  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, California 92173

SAN YSIDRO SCHOOL DISTRICT

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

## APPENDIX D

### INFORMATION CONCERNING THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO

*The following information concerning the City of San Diego (the “City”) and the County of San Diego (the “County”) is presented as general background data. The 2025 Bonds are not an obligation of the City, the County, the State of California or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor. The 2025 Bonds are payable solely from the sources described in the Official Statement. Certain information provided in this Appendix D predates the COVID-19 pandemic and such information for more recent fiscal years and calendar years which is not yet available may be materially different from prior years*

#### Population

The following table provides a comparison of population growth for the City and the County between 2020 and 2024.

**TABLE NO. D-1  
POPULATION  
2020 - 2024**

<i>Year (January 1)</i>	<i>San Diego</i>	<i>San Diego County</i>
2020	1,421,462	3,331,279
2021	1,377,960	3,286,880
2022	1,375,687	3,278,730
2023	1,383,623	3,290,423
2024	1,385,379	3,291,101

Source: State of California, Department of Finance, CA; E-4 Population Estimates for Cities, Counties and the State, 2011-2020, with 2010 Benchmark, Sacramento, CA for 2020; E-4 Population Estimates for Cities, Counties and the State, 2020-2023, with 2020 Benchmark, Sacramento, CA for 2021-2024.



## Employment and Industry

The following table summarizes the civilian labor force, civilian employment and civilian unemployment figures over the period from 2019 through 2023 in the City, the County, the State of California and the United States.

**TABLE D-2**  
**City of San Diego, County of San Diego, State of California and United States**  
**Labor Force, Employment and Unemployment**  
**Yearly Average**

<i>Year and Area</i>	<i>Civilian Labor Force</i>	<i>Civilian Employment<sup>(1)</sup></i>	<i>Civilian Unemployment<sup>(2)</sup></i>	<i>Civilian Unemployment Rate<sup>(3)</sup></i>
2019				
San Diego	717,900	695,600	22,300	3.1%
San Diego County	1,583,600	1,532,200	51,400	3.2
California	19,409,400	18,612,600	796,800	4.1
United States <sup>(4)</sup>	163,539,000	157,538,000	6,001,000	3.7
2020				
San Diego	701,100	636,900	64,200	9.2%
San Diego County	1,547,300	1,401,900	145,400	9.4
California	18,931,100	16,996,700	1,934,500	10.2
United States <sup>(4)</sup>	160,742,000	147,795,000	12,947,000	8.1
2021				
San Diego	701,300	657,700	43,700	6.2%
San Diego County	1,547,800	1,447,500	100,300	6.5
California	18,923,200	17,541,900	1,381,200	7.3
United States <sup>(4)</sup>	161,204,000	152,581,000	8,621,000	5.3
2022				
San Diego <sup>(5)</sup>	--	--	--	--%
San Diego County	1,589,600	1,534,800	54,700	3.4
California	19,252,000	18,440,900	811,100	4.2
United States <sup>(4)</sup>	263,973,000	158,291,000	5,996,000	3.6
2023				
San Diego	724,500	697,100	27,400	3.8%
San Diego County	1,596,400	1,534,400	62,000	3.9
California	19,308,300	18,388,300	920,000	4.8
United States <sup>(4)</sup>	266,942,000	161,037,000	6,080,000	3.6

Note: Data is not seasonally adjusted.

<sup>(1)</sup> Includes persons involved in labor-management trade disputes.

<sup>(2)</sup> Includes all persons without jobs who are actively seeking work.

<sup>(3)</sup> The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

<sup>(4)</sup> Not strictly comparable with data for prior years.

Source: California Employment Development Department, *March 2024 Benchmark* and U.S. Department of Labor, Bureau of Labor Statistics.

The following table sets forth the industry employment and the labor force estimates for the years 2019 through 2023 for the San Diego-Carlsbad MSA. Annual industry employment information is not compiled by sector for the City.

**TABLE D-3  
SAN DIEGO CARLSBAD MSA  
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE  
2019 through 2023**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Civilian Labor Force	1,580,800	1,544,300	1,544,400	1,578,500	1,596,400
Civilian Employment	1,529,400	1,399,300	1,444,300	1,523,300	1,534,400
Civilian Unemployment	51,400	145,000	100,100	55,200	62,000
Civilian Unemployment Rate	3.3%	9.4%	6.5%	3.5%	3.9%
 Total Farm	9,700	9,200	9,000	9,600	9,500
Total Nonfarm	1,503,100	1,385,800	1,442,100	1,531,200	1,552,100
Total Private	1,254,500	1,148,700	1,204,200	1,284,600	1,300,800
Goods Producing	200,000	195,400	198,500	204,900	205,300
Mining & Logging	400	300	300	400	300
Construction	84,000	81,300	83,800	87,600	89,800
Manufacturing	115,700	113,800	114,400	116,900	115,100
Service Providing	1,303,100	1,190,400	1,243,500	1,326,300	1,346,800
Trade, Transportation & Utilities	224,000	207,800	216,800	222,400	223,100
Wholesale Trade	44,000	41,300	42,100	43,700	43,200
Retail Trade	145,600	133,200	137,600	138,600	139,000
Transportation, Warehousing & Utilities	34,300	33,300	37,100	40,100	40,800
Information	23,500	22,100	21,500	22,100	21,900
Financial Activities	76,500	74,800	76,200	76,900	72,700
Professional & Business Services	255,800	248,300	265,300	282,500	276,000
Private Education & Health Services	216,600	210,900	216,700	228,300	243,200
Leisure & Hospitality	201,700	144,800	161,600	193,100	201,600
Other Services	56,400	44,800	47,500	54,400	57,100
Government	<u>248,600</u>	<u>237,100</u>	<u>237,900</u>	<u>246,600</u>	<u>251,300</u>
Total, All Industries	1,512,800	1,395,000	1,451,100	1,540,800	1,561,500

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, *San Diego Carlsbad MSA (San Diego County) Industry Employment & Labor Force - by Annual Average, March 2023 Benchmark*.

The following table lists the principal employers operating within the City and their respective number of employees as of June 30, 2024:

**TABLE NO. D-4  
PRINCIPAL EMPLOYERS IN CITY OF SAN DIEGO  
JUNE 30, 2024**

<i>Employer</i>	<i>No. of Employees</i>	<i>Type of Business/Product</i>
Naval Base San Diego	40,472	Education
University of California, San Diego	39,688	Government
Sharp Health Care	20,139	Healthcare
County of San Diego	18,939	Government
San Diego Unified School District	17,225	Healthcare
Scripps Health	14,732	Education
City of San Diego	13,408	Government
Qualcomm Inc.	10,124	Technology
Kaiser Permanente	7,687	Healthcare
Northrop Grumman Corp	6,639	Corporation

Source: City of San Diego, Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

#### **Income**

The following table summarizes per capita personal income for San Diego County, California and the United States for 2011 through 2023.

**TABLE NO. D-5  
PER CAPITAL PERSONAL INCOME  
2011 - 2023**

<i>Year</i>	<i>San Diego County</i>	<i>State of California</i>	<i>United States</i>
2011	\$46,118	\$45,508	\$42,650
2012	47,707	47,793	44,238
2013	48,653	48,074	44,402
2014	50,923	50,619	46,289
2015	53,366	53,816	48,062
2016	55,082	55,862	48,974
2017	56,977	58,214	51,006
2018	59,022	60,984	53,311
2019	62,058	64,219	55,567
2020	67,569	70,098	59,123
2021	73,084	76,882	64,460
2022	74,476	76,941	66,244
2023	79,122	81,255	69,810

Note: Per capita personal income is the total personal income divided by the total mid-year population estimates Last updated: February 20, 2025. All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis. CAINCI County and MSA personal income summary: personal income, population, per capita personal income (accessed Thursday, February 27, 2025)

## Commercial Activity

The following Table sets forth taxable transactions in the City for calendar years 2019 through 2023.

**TABLE D-6**  
**CITY OF SAN DIEGO**  
**TAXABLE TRANSACTIONS**  
**Calendar Years 2019 through 2023<sup>(1)</sup>**  
**(In Thousands)**

	2019	2020	2021	2022	2023
Retail and Food Services					
Clothing and Clothing Accessories	\$ 1,928,007	\$ 1,182,539	\$ 1,895,916	\$ 2,167,040	\$ 2,155,533
General Merchandise	1,722,070	1,530,207	1,823,348	2,011,311	1,979,763
Food	1,140,809	1,213,776	1,250,946	1,317,823	1,303,206
Eating and Drinking	4,711,805	2,934,483	4,420,223	5,620,278	5,822,884
Home Furnishings and Appliances	1,138,187	1,030,204	1,234,739	1,518,280	1,297,159
Building Materials	1,094,514	1,172,196	1,276,380	1,331,525	1,282,876
Motor Vehicles and Parts	2,876,886	2,762,935	3,726,839	3,236,281	2,910,702
Gasoline Stations	1,738,773	1,309,673	1,807,736	2,147,379	1,935,632
Other Retail Stores	<u>1,904,751</u>	<u>1,902,447</u>	<u>2,232,497</u>	<u>2,544,178</u>	<u>2,502,006</u>
Total Retail and Food Services	\$18,255,804	\$15,038,462	\$19,218,625	\$21,894,095	\$21,249,762
All Other Outlets	<u>7,339,763</u>	<u>6,151,701</u>	<u>7,858,185</u>	<u>9,631,730</u>	<u>9,692,973</u>
TOTAL ALL OUTLETS <sup>(1)</sup>	<u>\$25,595,567</u>	<u>\$21,190,163</u>	<u>\$27,076,810</u>	<u>\$31,525,825</u>	<u>\$30,942,735</u>

<sup>(1)</sup> Line items may not add to totals due to independent rounding.

Source: California Department of Tax and Fee Administration ("CDTFA"), CDTFA Open Data Portal 2019-2023. Last Updated December 20, 2024

## Building Activity

The following table summarizes building activity valuations for San Diego for the years 2019 through 2023.

**TABLE NO. D-7**  
**CITY OF SAN DIEGO**  
**BUILDING ACTIVITY AND VALUATION**  
**2019-2023**  
**(Dollars in Thousands)**

	2019	2020	2021	2022	2023
Valuation					
Residential	\$ 932,823	\$1,156,578	\$1,286,339	\$ 940,935	\$ 667,836
Non-Residential	<u>1,344,409</u>	<u>1,172,262</u>	<u>1,119,795</u>	<u>848,739</u>	<u>772,943</u>
Total	\$2,277,232	\$2,328,840	\$2,406,134	\$1,789,674	\$1,440,779
Units					
Single Family	798	577	708	627	459
Multiple Family	<u>2,791</u>	<u>4,157</u>	<u>3,725</u>	<u>3,774</u>	<u>5,058</u>
Total	3,589	4,734	4,433	4,401	5,517

Note: Totals may not add to sum due to rounding.

*Source: Construction Industry Research Board.*

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, premium, if any, accreted value and interest on the 2025 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2025 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2025 Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, redemption price and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. If applicable, a Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to tender/remarketing agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to tender/remarketing agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to tender/remarketing agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE 2025 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2025 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.



**APPENDIX F**

**SAN DIEGO COUNTY TREASURER'S  
STATEMENT OF INVESTMENT POLICY**

**APPENDIX G**

**COUNTY INVESTMENT POOL MONTHLY REPORT**

## **APPENDIX H**

### **SPECIMEN MUNICIPAL BOND INSURANCE POLICY**

RESOLUTION NO. 24/25-0036

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) 2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$37,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District, San Diego County, State of California (hereinafter referred to as the “District”), on March 4, 1997 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite two-thirds of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$250,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “1997 Authorization”); and

WHEREAS, pursuant to the 1997 Authorization, the County of San Diego (the “County”) and the District issued certain general obligation bonds in 2007 and 2011 (the “New Money Bonds”) for the purpose of financing certain facilities authorized under the 1997 Authorization; and

WHEREAS, on May 7, 2015, the District issued its \$45,643,441.55 San Ysidro School District (San Diego County, California) 2015 General Obligation Refunding Bonds (the “Prior Bonds”) for the purpose of refunding a portion of the then outstanding New Money Bonds; and

WHEREAS, on April 25, 2024, the District issued its \$19,135,000 San Ysidro School District (San Diego County, California) 2024 General Obligation Refunding Bonds, Series A, for the purpose of refunding a portion of the Prior Bonds, leaving certain of the Prior Bonds outstanding (the “Unrefunded Prior Bonds”); and

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, the District is authorized to issue refunding bonds to refund all or a portion of the outstanding Unrefunded Prior Bonds (such portion being refunded, the “Refunded Bonds”) using proceeds from the Refunding Bonds (as described below); and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Refunding Bonds, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including the proposed issue of Refunding Bonds and the refunding of the Refunded Bonds, is within all limits prescribed by law;

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

**Section 1. Purpose of Bonds.** To refund the Refunded Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District authorizes the issuance of general obligation refunding bonds (the “Refunding Bonds”) in an amount not to exceed \$37,000,000, which Refunding Bonds may consist of federally tax-exempt bonds (the “Tax-Exempt Bonds”), federally taxable bonds (the “Taxable Bonds”) or a combination thereof, with such designations as may be approved by an Authorized Officer (as defined below). The designated costs of issuing the Refunding Bonds authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and Section 53587 of the Government Code. Pursuant to Government Code Sections 53584 and 53587, the Board hereby determines that it may be reasonably required to fund capitalized interest from proceeds of the Refunding Bonds for the purpose of paying interest on all or a portion of the Refunding Bonds in order to accomplish the refunding of the Refunded Bonds.

**Section 2. Paying Agent.** The Board hereby appoints the Paying Agent (as defined herein) to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

**Section 3. Terms and Conditions of Sale.** Pursuant to Government Code Section 53583(c)(1) the Refunding Bonds shall be sold at a negotiated sale upon the direction of an Authorized Officer. The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

**Section 4. Approval of Bond Purchase Contract.** The form of the Purchase Contract (the “Purchase Contract”) by and between the District and Barclays Capital, Inc. (the “Underwriter”), substantially in the form on file with the Clerk of the Board is hereby approved, and each of the Superintendent of the District (the “Superintendent”), the Chief Business Official of the District and such other officers or employees of the District as the Superintendent may designate in writing (each an “Authorized Officer” and, collectively, the “Authorized Officers”), acting alone, is hereby authorized and requested to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the Purchase Contract may approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer; provided, however, that the Underwriter’s discount, excluding original issue discount or premium on the Refunding Bonds, shall not exceed 0.70% of the aggregate of principal amount of Refunding Bonds issued and the Refunding Bonds shall be issued only if the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds and no Refunding Bond shall have a maturity later than the latest maturity date of the Refunded Bonds. Each Authorized Officer is further authorized to determine the specific maturities of the Unrefunded Prior Bonds to be refunded, the principal amount of the Refunding Bonds to be sold pursuant to the Purchase Contract, up to \$37,000,000, and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

The Board hereby approves the sale of the Refunding Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Refunding Bonds to fit the needs of particular

purchasers, and a greater opportunity for the Underwriter to pre-market the Refunding Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds and the maximum savings from the refunding.

The estimates of the costs associated with the issuance of the Refunding Bonds, excluding compensation to the Underwriter, are expected to equal approximately \$340,248, as set forth in Exhibit A. The Authorized Officers, acting alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract, provided that the aggregate principal amount of Refunding Bonds sold under this Resolution shall not exceed \$37,000,000. The Purchase Contract with the Underwriter shall be executed by an Authorized Officer only if the conditions set forth in this Resolution are satisfied.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Refunding Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

**Section 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them, unless otherwise provided in the Purchase Contract:

(a) *“Act”* means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

(b) *“Board”* means the Board of Education of the District.

(c) *“Bond Insurer”* means any insurance company which issues a municipal bond insurance policy insuring the payment of the Principal Amount of and interest on the Refunding Bonds.

(d) *“Bond Payment Date”* means (i) with respect to interest payments on the Refunding Bonds, the payment dates specified in the Purchase Contract, and (ii) with respect to Principal payments on the Refunding Bonds, the dates provided in the Purchase Contract.

(e) *“Bond Register”* means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 8 hereof.

(f) *“Business Day”* means a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

(g) *“Continuing Disclosure Certificate”* means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(h) *“Costs of Issuance”* means all of the costs of issuing the Refunding Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Refunding Bonds and the Official Statement pertaining to the Refunding Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; rating agency fees; auditor's fees; CUSIP service bureau charges;

legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for any credit enhancement relating to the Refunding Bonds; and other fees and expenses incurred in connection with the issuance of the Refunding Bonds, to the extent such fees and expenses are approved by the District.

(i) “*County*” means the County of San Diego, California.

(j) “*Date of Issuance*” means the date on which the Refunding Bonds are delivered to the Underwriter.

(k) “*Depository*” means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(l) “*District*” means the San Ysidro School District.

(m) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Refunding Bonds.

(n) “*Escrow Agreement*” means the Escrow Agreement(s) relating to the Refunded Bonds by and between the District and the Escrow Bank, or any successor escrow bank thereunder, and any supplements or amendments thereto.

(o) “*Escrow Bank*” means U.S. Bank Trust Company, National Association, or such other institution appointed by the District as set forth in a certificate of an Authorized Officer.

(p) “*Escrow Fund*” means the Escrow Fund established under the Escrow Agreement.

(q) “*Government Obligations*” shall have the meaning set forth in Section 18 hereof.

(r) “*Information Services*” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, one or more other services providing information with respect to called bonds as the District or the Paying Agent may select.

(s) “*Nominee*” means the nominee of the Depository, or any Substitute Depository, as determined from time to time pursuant to Section 6(c) hereof.

(t) “*Outstanding,*” when used with reference to the Refunding Bonds, means, as of any date, Refunding Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other refunding bonds shall have been delivered pursuant to this Resolution; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 18 of this Resolution.

(u) “*Owner*” means the registered owner of a Refunding Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 8 hereof.

(v) “*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(w) “*Paying Agent*” means U.S. Bank Trust Company, National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds on behalf of the District, and any successor thereto appointed by the District.

(x) “*Principal*” or “*Principal Amount*” means, with respect to any Refunding Bond, the principal or principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 8 hereof or mandatory sinking fund payment due thereon, as applicable.

(y) “*Prior Bonds*” shall have the meaning set forth in the recitals hereto.

(z) “*Purchase Contract*” means the Purchase Contract by and between the District and the Underwriter relating to the Refunding Bonds.

(aa) “*Record Date*” means the fifteenth day of the month preceding each Bond Payment Date, whether or not such day is a business day.

(bb) “*Refunded Bonds*” means the outstanding Prior Bonds designated in the Escrow Agreement as the Prior Bonds to be refunded with proceeds of the Refunding Bonds.

(cc) “*Refunding Bonds*” means the 2025 General Obligation Refunding Bonds, Series A, issued pursuant to the terms of this Resolution.

(dd) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Attn: Redemption Area, Call Notification Department, Telephone: (212) 855-3274, Facsimile transmission: (212) 855-7232, (212) 855-7233, or one or more other securities depositories designated by the District from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.

(ee) “*Tax Certificate*” means the certificate by that name executed by the District on the date of issuance of the Tax-Exempt Bonds.

(ff) “*Term Bonds*” means those Refunding Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.



(gg) “*Treasurer*” means the Treasurer and Tax Collector of the County of San Diego.

(hh) “*Underwriter*” shall have the meaning set forth in Section 4 above.

(ii) “*Unrefunded Prior Bonds*” shall have the meaning set forth in the recitals hereto.

## **Section 6. Terms of the Refunding Bonds.**

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued in the denominations of \$5,000 Principal Amount or any integral multiple thereof.

Each Refunding Bond shall be dated its Date of Issuance (or such other date designated in the Purchase Contract) and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Date of Issuance (or such other date designated in the Purchase Contract); provided, however, that, if at the time of registration of any Refunding Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment.

The Refunding Bonds shall be issued in fully registered form and shall mature in the years, be issued in the amounts and bear interest at the rates set forth in the Purchase Contract. Interest on the Refunding Bonds shall be computed on the basis of a 360 day year consisting of twelve 30 day months.

Principal and interest on the Refunding Bonds shall be paid in accordance with Section 9 below.

The last maturity date of the Refunding Bonds shall be not later than the date of the last maturity of the Refunded Bonds.

(b) Redemption.

(i) Terms of Redemption. The Refunding Bonds shall be subject to redemption prior to maturity as provided in the Purchase Contract.

(ii) Selection of Refunding Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of Refunding Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced in an amount equal to the principal amount of Term Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds at least 20 but not more than 60 days prior to the redemption date (a) so long as the Refunding Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Refunding Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Refunding Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, (f) the numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Refunding Bonds.

In case of the redemption as permitted herein of all the Refunding Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Refunding Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Refunding Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Refunding Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Refunding Bonds selected for redemption.

(iv) Additional Notice. In addition to the Redemption Notice given pursuant to Section 6(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as above prescribed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than DTC and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given in accordance with Section 6(b)(iii), and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 12 below) or an escrow account as provided in Section 18 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b) hereof, together with interest to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 18 hereof so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as herein provided, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

Upon the payment of the redemption price of Refunding Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent or an escrow agent appointed by the District irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single, fully registered Refunding Bond (which may be typewritten) for each maturity date of such Refunding Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Refunding Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Refunding Bond). Upon initial execution and delivery, as provided for herein, the ownership of such Refunding Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of DTC, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Refunding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Refunding Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR IN SUCH OTHER NAME AS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN."

With respect to the Refunding Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Refunding Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Refunding Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Refunding Bond as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be redeemed in the event the District redeems the Refunding Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Refunding Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the holder and absolute owner of such Refunding Bond for the purpose of payment of Principal and interest with respect to such Refunding Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Refunding Bonds only to or upon the order of the respective Owner of the Refunding Bond, as shown in the Bond Register, or his respective attorney duly authorized in

writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Refunding Bond, as shown in the Bond Register, shall receive a Refunding Bond evidencing the obligation of the District to make payments of Principal and interest. Upon delivery by the Depository to the Owners of the Refunding Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Refunding Bonds for the Depository's book-entry system, the District has executed and delivered to the Depository a Letter of Representations. The execution and delivery of the Letter of Representations shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners of the Refunding Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Refunding Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall deliver new fully-registered book-entry securities with respect to the Refunding Bonds as provided below. In addition, the District may determine at any time that the Refunding Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Refunding Bonds. In any such event, the District shall execute and deliver certificates representing the Refunding Bonds as provided below. Refunding Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such bonds representing the Refunding Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Refunding Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Refunding Bond and all notices with respect to such Refunding Bond, including notices of redemption, shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent.

(iv) Transfer of Refunding Bonds to Substitute Depository. Registered ownership of the Refunding Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(A) To any successor of the Depository or its nominee, or of any substitute depository designated pursuant to Section 6(c)(iv)(B) (“Substitute Depository”); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) To any Substitute Depository designated by the District, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

In the case of any transfer pursuant to Section 6(c)(iv)(A) or (B), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Refunding Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(iv)(C), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

In the case of a partial redemption or an advance refunding of any Refunding Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in the Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

(d) The initial Depository under this Section 6(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

**Section 7. Execution of Bonds.** The Refunding Bonds shall be signed by the President of the Board, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Refunding Bonds shall cease to be such officer before the Refunding Bonds so signed shall have been issued by the District, such Refunding Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Refunding Bonds had not ceased to hold such offices. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**Section 8. Paying Agent; Transfer and Exchange.** So long as any of the Refunding Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. Any Paying Agent may be removed by the District at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be, if other than the Treasurer-Tax Collector of the County of San Diego, a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer and Tax Collector of San Diego County. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer and Tax Collector of San Diego County shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Refunding Bonds are registered

in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Refunding Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Refunding Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

In case any Refunding Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Refunding Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Refunding Bond or in lieu of and in substitution for such Refunding Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Refunding Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such



Refunding Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Refunding Bonds issued pursuant to this Section 8 in substitution for Refunding Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Refunding Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Refunding Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Refunding Bonds.

**Section 9. Payment.** Payment of interest on each Bond Payment Date shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. With respect to all Refunding Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Refunding Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Refunding Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office or other designated office of the Paying Agent. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity or redemption, and to cancel each Refunding Bond upon payment thereof.

The Refunding Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District for the purpose of repaying the Refunding Bonds and from other amounts on deposit in the Debt Service Fund.

**Section 10. Form of Refunding Bonds.** The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement for the Refunding Bonds, as applicable, and to correct any defect or inconsistent provision therein or to cure any ambiguity or omission therein.

(Form of Refunding Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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. (OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.

REGISTERED  
NO.

REGISTERED  
\$

SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A

[(TAX-EXEMPT/FEDERALLY TAXABLE)]

INTEREST RATE:      MATURITY DATE:      DATE OF ISSUANCE:      CUSIP:  
\_\_\_\_\_ %      August 1, 20\_\_\_\_      \_\_\_\_\_, 2025

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:

The San Ysidro School District (the "District") in San Diego County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, or upon prior redemption hereof, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2025. This bond is a bond of the District and will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2025, in which event it shall bear interest from the Date of Issuance. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register (the "Register") maintained by U.S. Bank Trust Company, National Association (the "Paying Agent"). Interest is payable by the Paying Agent in the manner set forth in the Bond Resolution (defined below) on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the

Register at the close of business on the fifteenth day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The principal of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the Bond Resolution

This bond is one of an authorization of bonds issued by the San Ysidro School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) for the purpose of refunding certain outstanding bonds of the District, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on \_\_\_\_\_, 2025 (the “Bond Resolution”). Any capitalized terms not defined herein shall have the meaning set forth in the Bond Resolution. This bond and the issue of which this bond is a part are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds are secured by such *ad valorem* taxes on a parity with certain other general obligation bonds of the District that remain outstanding.

The bonds of this issue are being issued in the Principal Amount of \$\_\_\_\_\_.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Principal Amount and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their fixed maturity dates. The bonds maturing on and after August 1, 20\_\_ are subject to optional redemption at the option of the District, as a whole or in part, on any date on and after August 1, 20\_\_ at a redemption price equal to the principal amount of the bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The bonds maturing on August 1, 20\_\_ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_ at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed

for redemption, without premium. The principal amount of such bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

<i>Redemption Date</i> <i>(August 1)</i>	<i>Principal Amount</i>
	\$

The rights and obligations of the District and of the Owners of the bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the outstanding bonds issued under the Bond Resolution, exclusive of bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the Bond Resolution.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligation bonds of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest on the bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the San Ysidro School District, San Diego County, California, has caused this bond to be executed by the manual or facsimile signature of the President of the Board of

Education of the District and to be countersigned by manual or facsimile signature of the Clerk of the Board of Education of the District, all as of the date stated above.

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
Clerk of the Board of Education

## CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Paying Agent

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

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile)

Clerk of the Board of Education

**Section 11. Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered to the Repository for the account of the Underwriter upon payment of the purchase price therefor in immediately available funds.

**Section 12. Application of Proceeds of Refunding Bonds.** Proceeds from the sale of the Refunding Bonds received by the District shall be transferred to the Escrow Bank for deposit in the Escrow Fund established under the Escrow Agreement in an amount sufficient to pay the redemption price of the Refunded Bonds, all as set forth in a certificate of an Authorized Officer. Proceeds from the sale of the Refunding Bonds in an amount sufficient to pay all costs of issuing the Refunding Bonds shall be deposited in the fund of the District known as the “San Ysidro School District 2025 General Obligation Refunding Bond, Series A, Cost of Issuance Fund” (the “Cost of Issuance Fund”) and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds. The Cost of Issuance Fund may at the discretion of the District be held by the Paying Agent or the County or at a bank selected by an Authorized Officer of the District for such purpose, and each Authorized Officer, acting alone, is authorized to enter into an agreement with the entity designated to hold the Cost of Issuance Fund.

Any accrued interest received by the District from the sale of each series of the Refunding Bonds shall be kept separate and apart in separate accounts within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251, with such accounts being designated as the “San Ysidro School District 2025 General Obligation Refunding Bond, Series A, Debt Service Fund (the “Debt Service Fund”) and used only for payment of the Principal of and interest on the Refunding Bonds

The Debt Service Fund may, at the discretion of the District, be held by the County or the Paying Agent. Any excess proceeds of Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Refunding Bonds. If, after payment in full of a series of Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Money on deposit in the debt service fund established for the Refunded Bonds collected to make the debt service payments on the Refunded Bonds may either be used to pay the interest or principal due on the Refunded Bonds, may be transferred to one or more of the Escrow Fund and applied as set forth in the Escrow Agreement or may be used to pay principal and interest due on the Refunding Bonds as directed, in writing, by an Authorized Officer.

Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the dispersal and allocation of moneys on deposit in the debt service fund established for the Refunded Bonds and the provisions of this Section 12 as they relate to the application of any proceeds from the sale of the Refunding Bonds may be amended by the Purchase Contract so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

Interest earnings on moneys held in the Debt Service Fund shall be retained and used to pay Principal and interest on the applicable series of Refunding Bonds when due.



### **Section 13. Rebate Fund.**

(a) The District shall create and establish a special fund designated the “San Ysidro School District 2025 General Obligation Refunding Bonds, Series A, Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) (i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Tax-Exempt Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Tax-Exempt Bonds (including amounts treated as proceeds of the Tax-Exempt Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Tax-Exempt Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund.

(A) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(B) not later than sixty (60) days after the payment of all Tax-Exempt Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Tax-Exempt Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Tax-Exempt Bonds.

(j) The provisions of this Section 13 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

**Section 14. Security for the Refunding Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of and interest on the Refunding Bonds when due. When collected the *ad valorem* taxes will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Refunding Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Refunding Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Refunding Bonds when due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

**Section 15. Good Faith Estimates and Legislative Determinations.** In accordance with Government Code section 5852.1, good faith estimates of the following have been obtained from the Municipal Advisor (as defined in Section 22 below) and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Refunding Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Refunding Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, and (d) the sum total of all debt service payments on the Refunding Bonds calculated to the final maturity of the Refunding Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds. The Board finds and determines that the provisions of Government Code section 5852.1 have been satisfied with respect to the authorization of the Refunding Bonds.

This Board further finds and determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Act without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

Pursuant Government Code Section 53555, the Board hereby further determines pursuant to Government Code Section 53555 that it is in the District's benefit to purchase the Refunded Bonds with a portion of the proceeds of the Refunding Bonds, in order to restructure its outstanding bonded indebtedness.

**Section 16. Official Statement.** The form of the Preliminary Official Statement (the "Preliminary Official Statement"), substantially in the form on file with the Clerk of the Board, is hereby approved. Each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein as are necessary to make the Preliminary Official Statement accurate as of its date, including revising the Preliminary Official Statement to account for the issuance of the Refunding Bonds, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934 prior to its distribution, and to make it available to the Underwriter. Each of the Authorized Officers, acting alone, is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of the Official Statement to the purchasers of the Refunding Bonds.

Execution of the Official Statement by an Authorized Officer shall conclusively evidence the District's approval of such Official Statement.

**Section 17. Insurance.** Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Refunding Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for any or all of the Refunding Bonds, or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on any Refunding Bonds, it shall be fully subrogated to all of the registered Owners' rights with respect to such Refunding Bonds, including the Owners' rights to payment of any of the Principal of or interest paid by the Bond Insurer. To evidence such subrogation: (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**Section 18. Defeasance.** All or any portion of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Refunding Bonds designated for defeasance, including all Principal and interest and premium, if any, at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds designated for defeasance (including all Principal and interest represented thereby and redemption premium, if any) at or before their maturity date.

If either of the foregoing provisions have been satisfied with respect to all or a portion of the Refunding Bonds then, whether or not the Refunding Bonds so defeased shall have been surrendered for payment, such Refunding Bonds shall no longer be Outstanding hereunder and all obligations of the District with respect to the Refunding Bonds so defeased shall cease and terminate, except only the obligation of the District and the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such Refunding Bonds all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall

include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

#### **Section 19. Other Actions, Determinations and Approvals.**

(a) Officers of the Board and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution, including any and all actions necessary to cause the issuance of the Refunding Bonds. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that the total net interest cost to maturity on the Refunding Bonds plus the Principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be purchase on the date that the Refunding Bonds are issued and such Refunded Bonds shall thereafter be cancelled and the District's obligations with respect thereto shall be discharged.

(d) The Board hereby appoints U.S. Bank Trust Company, National Association, as escrow bank for the Refunded Bonds.

(e) Each of the Authorized Officers, acting alone, is hereby authorized to take any and all actions necessary or desirable to allow the Underwriter to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

(f) The provisions of this Resolution may be amended by the Purchase Contract.

**Section 20. Transmittal of Resolution to County Auditor and Treasurer and Tax Collector.** The Clerk of this Board is hereby directed to provide a certified copy of this Resolution and the debt service schedule for the Refunding Bonds and the Refunded Bonds to the County Auditor and the Treasurer and Tax Collector of San Diego County in accordance with Education Code Section 15140(c).

**Section 21. Continuing Disclosure.** The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver a Continuing Disclosure Certificate, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may

approve, including revising the Continuing Disclosure Certificate to account for the issuance of the Refunding Bonds, such approval to be conclusively evidenced by his or her execution and delivery thereof. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Refunding Bonds or create any monetary liability of the District to any Owner or Beneficial Owner (defined below). In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Refunding Bonds (including persons holding Refunding Bonds through nominees, depositories or other intermediaries).

**Section 22. Engagement of Professional Services.** The Board hereby approves the engagement of the firm of Dale Scott & Company, Inc. (the "Municipal Advisor") to act as municipal advisor to the District in connection with the issuance of the Refunding Bonds. Stradling, Yocca, Carlson & Rauth LLP, is hereby retained by the District as bond counsel and disclosure counsel ("Bond Counsel") in connection with the issuance of the Refunding Bonds. Each of the Superintendent or the Chief Business Official of the District is hereby authorized to enter into contracts, or to amend existing contracts, with each of said firms in order to provide services with respect to the Refunding Bonds. All fees and expenses payable to such firms shall be contingent upon and be payable only from proceeds of the Refunding Bonds. In addition, each of the Authorized Officers is authorized to provide for all additional services necessary to effect the issuance of the Refunding Bonds. Such services shall include any other services deemed by an Authorized Officer to be appropriate and necessary to effect the issuance of the Refunding Bonds. Any one of the Authorized Officers is authorized to pay for the cost of such services, together with other costs of issuance for the Refunding Bonds, from the proceeds of the Refunding Bonds, and to execute and any all agreements required to obtain such services.

**Section 23. Escrow Agreement.** The form of the Escrow Agreement on file with the Clerk of the Board is hereby approved, and each of the Authorized Officers, acting alone, is authorized and directed, for and in the name and on behalf of the District, to execute and deliver an Escrow Agreement for the Refunded Bonds in substantially the form approved, with such changes therein as the Authorized Officer executing the Escrow Agreement may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer.

**Section 24. Supplemental Resolutions.**

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Refunding Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of the Owners owning at least 60% in aggregate Principal Amount of the Outstanding Refunding Bonds, exclusive of Refunding Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Refunding Bond affected, reduce the Principal Amount of any Refunding Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Refunding Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment consented to as provided in (a) above shall be binding upon the Owners of all the Refunding Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

**Section 25. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors to levy annually a tax upon all taxable property in the District sufficient to pay the Principal of and interest on the Refunding Bonds as and when the same become due.

**Section 26. Resolution to Constitute Contract.** In consideration of the purchase and acceptance of any and all of the Refunding Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Refunding Bonds; and the pledge and covenants made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Refunding Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Refunding Bonds over any other thereof.

**Section 27. Unclaimed Moneys.** Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Refunding Bonds which remain unclaimed for one (1) year after the date when such Refunding

Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Refunding Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Refunding Bonds shall look only to the District for the payment of such Refunding Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Refunding Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

#### **Section 28. Permitted Investments.**

(a) All amounts held in the funds and accounts established hereunder and held by the Treasurer and Tax Collector of San Diego County shall be invested by the Treasurer and Tax Collector of San Diego County in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund of the State of California, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other investment products; provided that such agreements comply with the requirements of each rating agency then rating the Refunding Bonds necessary in order to maintain the then-current rating on the Refunding Bonds. Unless otherwise instructed by the District in writing, amounts held hereunder shall be invested in the County of San Diego Treasurer's Pooled Investment Fund. If invested in other than the Pooled Investment Fund or the Local Agency Investment Fund of the State of California, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Refunding Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

**Section 29. Tax Covenants.** The District hereby covenants for the benefit of the Owners of the Tax-Exempt Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds and will restrict the use of the proceeds of the Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code, and the applicable regulations prescribed under that section or any predecessor section.

**Section 30. Creation of Additional Funds.** If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Officer of the District, the



Treasurer may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

**Section 31. Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE  
SAN YSIDRO SCHOOL DISTRICT

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

Attest:

\_\_\_\_\_  
Clerk

## CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on \_\_\_\_\_, 2025, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

An Agenda of said meeting was posted at least 72 hours before said meeting at 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 and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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: \_\_\_\_\_, 2025

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Clerk of the Board of Education

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Refunding Bonds to be sold is \$37,000,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Refunding Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Refunding Bonds, is 4.54%.
- Finance Charge of the Refunding Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Refunding Bonds, which means the sum of all fees and charges paid to third parties, is \$441,483, of which \$340,248 is for costs of issuance to be paid from Refunding Bond proceeds and \$101,235 is Underwriter's discount.
- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Refunding Bonds, less the finance charge of the Refunding Bonds paid from Refunding Bond proceeds, which amount is estimated to be \$35,533,519.
- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Refunding Bonds, plus the finance charge for the Refunding Bonds as described in (b) above not paid with the proceeds of the Refunding Bonds, if any, calculated to the final maturity of the Refunding Bonds, is \$70,123,878.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Refunding Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Refunding Bonds being

different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, including the amount of Refunding Bonds issued as Tax-Exempt Bonds and Taxable Bonds, or a combination of such factors. The actual date of sale of the Refunding Bonds and the actual principal amount of Refunding Bonds sold, and whether the Refunding Bonds will be sold as Tax-Exempt Bonds, Taxable Bonds or a combination thereof, will be determined by the District based on the timing of the need for proceeds of the Refunding Bonds and other factors. The actual interest rates borne by the Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

## ESCROW AGREEMENT

### **SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) 2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A**

THIS ESCROW AGREEMENT (the “Agreement”), made and entered into as of \_\_\_\_\_, 2025, by and between the San Ysidro School District (the “District”), and U.S. Bank Trust Company, National Association (the “Escrow Bank”).

#### *WITNESSETH:*

WHEREAS, on May 7, 2015, the District issued its \$45,643,441.55 San Ysidro School District (San Diego County, California) 2015 General Obligation Refunding Bonds (the “Prior General Obligation Bonds”);

WHEREAS, on April 11, 2024, the District issued its \$19,135,000 San Ysidro School District (San Diego County, California) 2024 General Obligation Refunding Bonds, Series A, for the purpose of refunding certain of the Prior General Obligation Bonds, resulting in \$23,273,190.75 of the Prior General Obligation Bonds remaining currently outstanding (such portion, the “Unrefunded Prior General Obligation Bonds”); and

WHEREAS, pursuant to a resolution of the Board of Education of the District adopted on \_\_\_\_\_, 2025 (the “Resolution”) the District has determined to issue its 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds”) for the purpose of providing moneys which will be sufficient, together with earnings thereon, to defease and redeem the outstanding Unrefunded Prior General Obligation Bonds set forth on Schedule A attached hereto (the “Refunded Bonds”) on August 1, 2025 at redemption price equal to the principal amount thereof, together with interest accrued to such date, without premium (collectively, the “Redemption Price”); and

WHEREAS, the Resolution provides that a portion of the proceeds of the Refunding Bonds shall be set aside in order to provide for the payment of the Refunded Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder and maintained by the Escrow Bank (the “Escrow Fund”); and

WHEREAS, the District has taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, Refunding Bond proceeds for the purchase of certain securities and investments consisting of direct noncallable obligations of the United States of America as listed on Schedule B attached hereto and made a part hereof (the “Investment Securities”), in an amount which, together with the cash deposit described herein and the income to accrue on such Investment Securities, are intended by the District to be sufficient to pay the Redemption Price of the Refunded Bonds on August 1, 2025;

NOW, THEREFORE, the District and the Escrow Bank hereby agree as follows:

#### Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Refunded Bonds has been paid in full and to hold the securities, investments and

moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The District shall deposit with the Escrow Bank \$[ ] of proceeds of the Refunding Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment of the Refunded Bonds. The Escrow Bank shall purchase Investment Securities as described in Schedule B at a cost of \$[ ] and shall hold \$\_\_\_ in cash.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of \_\_\_\_, certified public accountants, dated [ ], 2025] relating to the Investment Securities (the "Verification Report") with respect to the District's defeasance of the Refunded Bonds in the manner and to the extent provided in Section \_\_ of Resolution No. 14/15-3109 adopted on February 12, 2015 by the Board of Education of the District (the "Prior Resolution") pursuant to which the Refunded Bonds were issued.

## Section 2. Investment of the Escrow Fund.

(a) The District and the Escrow Bank each shall take all remaining action, if any, necessary to have the Investment Securities issued and registered in the name of the Escrow Bank for the account of the Escrow Fund. Except as otherwise provided in this Section, the Escrow Bank shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested.

(b) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and purchase with the proceeds derived from such sale, transfer, redemption or other disposition noncallable, non prepayable obligations constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America (the "Substitute Investment Securities"). Such sale, transfer, redemption or other disposition of Investment Securities and purchase of Substitute Investment Securities shall be effected by the Escrow Bank upon the written direction of the District but only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) the Substitute Investment Securities, together with the Investment Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Investment Securities and Substitute Investment Securities held in the Escrow Fund, together with any uninvested moneys therein, to make all payments required by Section 3 hereof which have not previously been made, and (b) the amounts and dates of the anticipated payments by the Escrow Bank of the principal and interest on the Refunded Bonds will not be diminished or postponed thereby, and (ii) the Escrow Bank shall receive an unqualified opinion of nationally recognized municipal bond attorneys to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion of interest on the Refunding Bonds or the Refunded Bonds from gross income for federal income tax purposes.

(c) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing principal of or interest or other investment income on any Investment Securities and Substitute Investment Securities held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 2(b) not required for the purposes of

said Section, as follows: to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 3 hereof, as certified by a nationally recognized firm of independent certified public accountants, such moneys shall be transferred to the District upon the written direction of the District as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder or under the Prior Resolution.

Section 3. Payment of the Refunded Bonds. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on the Investment Securities and Substitute Investment Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and, subject to the provisions of Section 2 hereof, to pay such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to U.S. Bank Trust Company, National Association, in its capacity as the Paying Agent under the Prior Resolution (the "Paying Agent"), for the payment of the Refunded Bonds at the places and in the manner stipulated in the Refunded Bonds and in the Prior Resolution. In accordance with Section \_\_ of the Prior Resolution, the District has instructed the Paying Agent to redeem the Refunded Bonds on August 1, 2025 and a copy of such instructions is attached as Schedule D hereto. The Escrow Bank is hereby instructed to deliver to the Municipal Securities Rulemaking Board an announcement that the deposit of investment securities and moneys has been made with the Escrow Bank and that the projected withdrawals from the Escrow Fund have been calculated to be adequate to pay the principal of and interest on the Refunded Bonds, as such principal and interest become due and payable, in the form of Schedule E attached hereto. Upon payment in full of the Refunded Bonds, the Escrow Bank shall transfer any moneys or securities remaining in the Escrow Fund to the District and this Agreement shall terminate. The Escrow Fund cash flow is set forth in Schedule C attached hereto.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund, including the anticipated proceeds of the Investment Securities and any Substitute Investment Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund other than as the result of its own gross negligence.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement and shall reimburse the Escrow Bank for all out of pocket expenses (including reasonable legal fees and expenses) incurred hereunder.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.



Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement and no implied covenants or

obligations shall be read against the Escrow Bank hereunder. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the

interest on the Refunded Bonds and the Refunding Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants) and shall hold funds received by it uninvested. The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days notice in writing to the District, which notice shall be mailed to the owners of the Refunded Bonds remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Refunded Bonds. Within one year after a vacancy, the owners of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Resolution.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District provided, however, that an assignment made pursuant to Section 6 hereof shall not require prior written consent.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the San Ysidro School District and U.S. Bank Trust Company, National Association, have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. Bank Trust Company, National Association,  
as Escrow Bank

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

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Gina A. Potter  
Superintendent

**SCHEDULE A**  
**REFUNDED BONDS**

<i><b>Maturity Date (August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>Redemption Date</b></i>	<i><b>Redemption Price</b></i>
	\$	%		%

**SCHEDULE B**  
**INVESTMENT SECURITIES**

**United States Treasury Time Deposit Securities, State and Local Government Series**

<i>Type</i>	<i>Coupon</i>	<i>Maturity Date</i>	<i>Par Amount</i>	<i>Price</i>	<i>Settlement Date</i>
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**SCHEDULE C**

**ESCROW FUND CASH FLOW**

<i>Date</i>	<i>Total Cash Receipt from U.S. Treasury Security</i>	<i>Cash Disbursement from Escrow</i>	<i>Cash Balance</i>
Beginning Balance:			
<b>Total</b>			



**SCHEDULE D**

**FORM OF INSTRUCTIONS AND  
REQUEST TO PAYING AGENT**

\_\_\_\_\_, 2025

U.S. Bank Trust Company, National Association, as Paying Agent

**SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
2015 GENERAL OBLIGATION REFUNDING BONDS**

Ladies and Gentlemen:

As Paying Agent under Resolution No. 20\_\_ - \_\_ adopted on \_\_\_\_\_, 20\_\_ by the Board of Supervisors of the County of San Diego (the "Resolution"), you are hereby instructed pursuant to Section \_\_ of the Resolution to provide a notice of redemption to redeem on \_\_\_\_\_, 2025 the Bonds identified on Exhibit A hereto at a redemption price equal to the principal amount thereof, together with interest accrued to such date, without premium.

**SAN YSIDRO SCHOOL DISTRICT**

By: \_\_\_\_\_  
Its: Chief Business Official

**EXHIBIT A**  
**REFUNDING OF**  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**2015 GENERAL OBLIGATION REFUNDING BONDS**

<i><b>Maturity Date</b></i> <i><b>(August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>CUSIP</b></i>
	\$	%	

## **SCHEDULE E**

### **NOTICE OF DEFEASANCE OF BONDS OF SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) 2015 GENERAL OBLIGATION REFUNDING BONDS**

Notice is hereby given to the owners of the outstanding San Ysidro School District (San Diego County, California) 2015 General Obligation Refunding Bonds [maturing on August 1, 20\_\_ through August 1, 20\_\_ as shown in Exhibit A hereto] (collectively, the “Refunded Bonds”) that:

(i) There has been deposited in an Escrow Fund with U.S. Bank Trust Company, National Association, as Escrow Bank, certain monies and investment securities, as permitted by the resolution adopted on [February 12, 2015] by the Board of Education of the San Ysidro School District (the “District”) pursuant to which the Refunded Bonds were issued (the “Resolution”), for the purpose of defeasing the Refunded Bonds. The Escrow Bank has received a verification report of an independent accounting firm evidencing that the principal of and the interest on the investment securities are projected, together with other moneys deposited with the Escrow Bank, to be sufficient to redeem the Refunded Bonds on August 1, 2025 at redemption price equal to the principal amount thereof, together with interest accrued to such date, without premium.

(ii) U.S. Bank Trust Company, National Association, as paying agent (the “Paying Agent”), has been irrevocably instructed by the District to redeem the Refunded Bonds at a redemption price equal to the principal amount thereof, together with interest accrued to such date, without premium.

(iii) The Refunded Bonds are deemed to be paid in accordance with Section \_\_ of the Resolution and all obligations of the District and the Paying Agent under the Resolution have ceased and terminated except for the obligation of the Paying Agent to pay the owners of the Refunded Bonds from amounts on deposit in the Escrow Fund and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the Resolution.

Dated: \_\_\_\_\_, 2025

SAN YSIDRO SCHOOL DISTRICT

**EXHIBIT A**

**SAN YSIDRO SCHOOL DISTRICT  
(SAN DIEGO COUNTY, CALIFORNIA)  
2015 GENERAL OBLIGATION REFUNDING BONDS**

**REFUNDED BONDS**

<i><b>Maturity Date (August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>CUSIP</b></i>
	\$	%	

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

## **BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2025

Board of Education  
San Ysidro School District

Ladies and Gentlemen:

Barclays Capital Inc. (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the San Ysidro School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., Pacific time, on the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement hereinafter defined.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the following bonds (together, the Bonds") at the following prices:

- (a) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure T) (the "2020 Series C Bonds (Measure T)"). The purchase price of the 2020 Series C Bonds (Measure T) shall be \$ \_\_\_\_\_ (representing the principal amount of the Bonds, plus original issue premium of \$ \_\_\_\_\_, less Underwriter's discount of \$ \_\_\_\_\_).
- (b) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District Election of 2020 General Obligation Bonds Series C (Measure U) (the "2020 Series C Bonds (Measure U)"). The purchase price of the 2020 Series C Bonds (Measure U) shall be \$ \_\_\_\_\_ (representing the principal amount of the 2020 Series C Bonds (Measure U), plus original issue premium of \$ \_\_\_\_\_, less Underwriter's discount of \$ \_\_\_\_\_).
- (c) \$ \_\_\_\_\_ in aggregate principal amount of the San Ysidro School District 2025 General Obligation Refunding Bonds, Series A (the "Refunding Bonds"). The

purchase price of the Refunding Bonds shall be \$\_\_\_\_\_ (representing the principal amount of the Refunding Bonds, plus original issue premium of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_).

The Bonds are issued under the provisions of resolutions adopted by the Board of Education (the "Board") of the District on \_\_\_\_\_, 2025 (together, the "Bond Resolutions") and, with respect to the 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U), Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code (the "New Money Bond Law"), and with respect to the Refunding Bonds, Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Refunding Bond Law").

The 2020 Series C Bonds (Measure T) and the 2020 Series C Bonds (Measure U) are being issued for the purpose of providing funding for capital improvement projects in the District. The Refunding Bonds are being issued for the purpose of refinancing certain maturities of the District's outstanding general obligation and refunding general obligation bonds (such maturities, the "Refunded Bonds"), as more particularly described in the Official Statement. A portion of the net proceeds of the Refunding Bonds will be used to defease and refund the Refunded Bonds through a deposit into an escrow fund created under the terms of an Escrow Agreement (the "Escrow Agreement"), dated as of the Closing Date (as defined below), between the District and U.S. Bank Trust Company, National Association, as escrow bank (the "Escrow Bank").

The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that may differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent of the District or as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **The Bonds.** The Bonds shall be issued and secured pursuant to, the provisions of the respective Bond Resolutions and the New Money Bond Law and Refunding Bond Law, as applicable. The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

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

3. **Redemption.** The Bonds are subject to redemption prior to maturity pursuant to the terms of the respective Bond Resolution, with the additional terms as set forth in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Escrow Agreement, the Continuing Disclosure Certificate (defined in Section 7(i) hereof), and an Official Statement (defined in Section 10(b) hereof), the Bond Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Appendix A hereto and incorporated herein by reference. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right, but has no obligation, to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Official Statement.** The District has caused to be drafted and previously delivered a Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2025 (the "Preliminary Official Statement," including the cover page, the inside cover and the appendices thereto). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 as amended (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

References herein to the Preliminary Official Statement and the Official Statement include the cover page, the inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

7. **Closing.** At 8:00 a.m., Pacific time, on \_\_\_\_\_, 2025, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling, Yocca, Carlson & Rauth LLP, in Newport Beach, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the respective purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

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

(a) Due Organization. The District is and will be on the Closing Date a unified school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the New Money Bond Law and Refunding Bond Law, as applicable, to adopt the Bond Resolutions and to enter into this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below);

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the Bond Resolutions, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement and the Bond Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate will constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by the Bonds, the Bond Resolutions, this Purchase Agreement, the Escrow Agreement and the Official Statement;

(c) Consents. Except for the actions of the parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of states and jurisdiction of the United States as the Underwriter may reasonably request, or which have not been obtained or taken; provided however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;



(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds;

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge of such taxes or the debt service funds established for each series of Bonds, or the levy of any taxes contemplated by the Bond Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolutions or contesting the powers of the District or the Bond Resolutions or this Purchase Agreement; (iii) which affects the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iv) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions, (b) declare this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or the Bond Resolutions to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxation;

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any entity or person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Preliminary Official Statement or the Official Statement;

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(i) Continuing Disclosure. In accordance with the requirements of Rule 15c2-12, at or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing

disclosure certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Official Statement in Appendix C. Except as otherwise disclosed in the Official Statement and based on a review of its previous undertakings, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule with respect to the last five years;

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did 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 circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Official Statement did not and 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 circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information relating to the Underwriter furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended, 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 Closing Date, the Official Statement 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;

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Preliminary Official Statement and the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Preliminary Official Statement and the Official Statement. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District;

(l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(m) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter;

(n) Not Acting as Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not

acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account; and

(o) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that:

- (a) as of the date hereof and as of the Closing Date, it is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it;
- (b) the execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (c) all reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (d) it has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's officers, agents, or employees, other than a bona fide officer, agent or employee working for the Underwriter or counsel to the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, copies of a Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the Municipal Securities Rulemaking Board, and (ii) in printed format in such

reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds and to file, or cause to be filed the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above);

- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the end of the underwriting period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If any such amendment or supplement of the Official Statement occurs after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Refunding Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. Any approval by the Underwriter of such supplement or amendment to the Official Statement prior to the closing shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Agreement by notification to the District at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

- (d) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and the policies and procedures of the County; and
- (e) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the respective Bond Resolution and as described in the Official Statement.
- (f) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined in MSRB Rule G-32), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" shall end on the twenty-fifth day after the later of (i) the Closing Date and (ii) the date on which the Underwriter no longer retains an unsold balance of the Bonds.

#### **11. Establishment of Issue Price.**

- (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District 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 Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, Dale Scott & Company, Inc. (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the Municipal Advisor.
- (b) Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to

any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

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

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

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

- (d) The Underwriter confirms that:

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

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity,

provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

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

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

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

including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

- (e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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 District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

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

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

**12. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing and in reliance upon the representations, warranties and comments to be contained in the documents and instruments to be delivered at closing. Accordingly, the Underwriter’s obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects



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

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which would constitute a ground for termination of the Purchase Agreement by the Underwriter or which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Refunding Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
  - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's cabinet, or a decision rendered by a court established under Article III of the Constitution of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Refunding Bonds, or obligations of the general character of the Refunding Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
  - (2) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the

general character of the Refunding Bonds in the hands of the holders thereof;

- (3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity, or escalation thereof, which interrupts or causes disorder to the operation of the United States government, the State government or the financial markets in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Refunding Bonds, or obligations of the general character of the Refunding Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirement of, the Underwriter;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Refunding Bonds, or the issuance, offering or sale of the Refunding Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal or downgrading, or notice of potential withdrawal or downgrading, of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the District fails or is unwilling to correct by the submission of supplemental information;
- (9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

- (10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
  - (11) the commencement or threat against the District of any action, suit, proceeding, hearing or investigation described in Section 8(f), or
  - (12) a material disruption in commercial banking or securities settlement, payment or clearance services or other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinions and Reliance Letter. Approving opinions of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix A to the Official Statement, and a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
  - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:
    - [(i) the description of the Bonds and the security for the Bonds and statements in the Preliminary Official Statement and Official Statement on the cover page thereof and under the captions "THE BONDS," "LEGAL MATTERS," and "CONTINUING DISCLOSURE" and to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, or with respect to Appendices B, D, E, and G to the Preliminary Official Statement and the Official Statement;]
    - (ii) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District, and assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District

enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) the Refunded Bonds have been defeased and are no longer outstanding pursuant to the resolution and/or other documents authorizing such issuance.

(3) Disclosure Counsel Letter. A letter, dated the date of the Closing and addressed to the District and the Underwriter, of Stradling Yocca Carlson & Rauth, LLP, in its capacity as Disclosure Counsel to the District, to the effect that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement, Disclosure Counsel advises the Underwriter, as a matter of fact and not opinion, that during the course of its role as Disclosure Counsel, no facts came to the attention of the attorneys in the firm rendering legal services in connection with such role which caused Disclosure Counsel to believe that the Preliminary Official Statement as of its date or the date of sale of the Bonds, or the Official Statement as of its date contained, or as of the date of Closing contains, any untrue statement of a material fact or as of its date omitted, or as of the date of Closing omits, to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case except for financial statements, the information set forth in the Appendices to the Official Statement, any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about book-entry or DTC included or referred to therein, the Bond Insurer or the Bond Insurance Policy, or the District's compliance with Rule 15c2-12 which Disclosure Counsel expressly excludes from the scope of such letter and as to which Disclosure Counsel expresses no opinion or view);

(4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of each Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this

Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the respective Bond Resolution, (vi) no further consent is required for inclusion of the audit in the Official Statement, and (vii) to the best of the District's knowledge, no litigation is pending or threatened (either in State or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement, the Repurchase Agreement or the Purchase Agreement or (C) in any way contesting the existence or powers of the District.

- (5) Arbitrage and Form 8038-G. A non-arbitrage certificate of the District in form and substance satisfactory to Bond Counsel and Form 8038-G completed by Bond Counsel and signed by the District;
- (6) Bond Resolutions. Certificates, together with fully executed copies of the Bond Resolutions, of the Clerk of the Board to the effect that:
  - (i) such copies are true and correct copies of the Bond Resolutions; and
  - (ii) the Bond Resolutions were duly adopted and have not been modified, amended, rescinded or revoked and are in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. A certificate of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Agreement. An original executed copy of a Paying Agent Agreement between the District and U.S. Bank Trust Company, National Association, with respect to its duties as paying agent (the "Paying Agent") for the Refunding Bonds
- (11) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under

the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolutions.

- (12) Escrow Agreement. An executed copy of the Escrow Agreement;
- (13) Escrow Bank Certificate. A written certificate of the Escrow Bank, executed by a duly authorized representative of the Escrow Bank, dated the date of the Closing, to the effect that:
  - (i) The Escrow Bank is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to accept and perform its duties under the Escrow Agreement, and
  - (ii) The obligations of the Escrow Bank under the Escrow Agreement have been duly accepted by the Escrow Bank and constitute the legal, valid and binding obligation of the Escrow Bank, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.
- (14) Verification. A certificate of \_\_\_\_\_, certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds.
- (15) Certificates Regarding Bonding Capacity and Tax Rates (2020 Series C Bonds (Measure T) and 2020 Series C Bonds (Measure U) only). Certificates signed by an officer of the County with respect to bonding capacity, and certificates signed by a District official meeting the requirements of State law with respect to tax rate projections;
- (16) Ratings. Evidence that the Bonds have the rating designated on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded.
- (17) Underwriter's Counsel Opinion. The opinion of Jones Hall, a Professional Law Corporation, counsel for the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter; and a negative assurance letter of Underwriter's Counsel dated the Closing Date.
- (18) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such

time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, Pacific time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

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

**13. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates required to be delivered at the Closing by persons and entities described under Section 12(e) other than the District.

**14. Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from Bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Escrow Agent; (vii) the fees of the Verification Agent; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. Any excess amounts following payment of such issuance expenses shall be transferred to the County Treasurer-Tax Collector for deposit in the building fund established pursuant to the Bond Resolution.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP bureau fees and expenses of Underwriter's counsel, travel (except in connection with securing a rating on the Bonds), and other expenses, shall be paid by the Underwriter.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider fees and expenses being incurred as part of the issuance of the Bonds

**15. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or their designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows: Barclays Capital - Public Finance, 4 Embarcadero Center, Suite 2500, San Francisco, California 94111.

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

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the “end of the underwriting period” for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the “end of the underwriting period” for the Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (b) the date on which the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the “end of the underwriting period” for the Bonds will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the “end of the underwriting period” is the Closing Date.

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

19. **No Assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

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



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

Very truly yours,

**BARCLAYS CAPITAL INC.,**  
*as Underwriter*

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

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

**SAN YSIDRO SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chief Business Official

Time of Execution: \_\_\_\_\_ p.m. (Pacific time)

## APPENDIX A

### Maturity Schedules

#### 2020 Series C Bonds (Measure T)

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
----------------------	-----------------------------	----------------------	--------------	---------------	--

C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

**2020 Series C Bonds (Measure U)**

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
----------------------	-----------------------------	----------------------	--------------	---------------	--

C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Refunding Bonds

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price¥</b>	<b>Applicable Issue Price Rule</b>
---	-----------------------------	--------------------------	--------------	---------------	--

C: Priced to par call on the first optional redemption date of August 1, 20\_\_.

T: Term Bonds

¥: 10% test met upon pricing for all maturities, except those labeled as Hold Price.

### Redemption Terms

#### **Optional Redemption**

**2020 Series C Bonds (Measure T).** The 2020 Series C Bonds (Measure T) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure T) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**2020 Series C Bonds (Measure U).** The 2020 Series C Bonds (Measure U) maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The 2020 Series C Bonds (Measure U) maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Refunding Bonds.** The Refunding Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from

any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Selection of Bonds for Purpose of Redemption.** For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of \$5,000 denominational amounts. The Bonds may all be separately redeemed.

### **Mandatory Sinking Fund Redemption**

**2020 Series C Bonds (Measure T).** The 2020 Series C Bonds (Measure T) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure T)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure T) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure T) Maturing August 1, 20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

**2020 Series C Bonds (Measure U).** The 2020 Series C Bonds (Measure U) maturing on August 1, 20\_\_ (the “**2020 Series C Term Bonds (Measure U)**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The 2020 Series C Term Bonds (Measure U) so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ Principal Amount 2020 Series C Term Bonds (Measure U) Maturing August 1, 20\_\_

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

**Refunding Bonds.** The Refunding Bonds maturing on August 1, 20\_\_ (the “**Refunding Term Bonds**” and, together with the 2020 Series C Term Bonds (Measure T) and the 2020 Series C Term Bonds (Measure U), the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Refunding Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

\$\_\_\_\_\_ **Principal Amount Refunding Term Bonds Maturing August 1, 20\_\_**

Redemption Date (August 1)	Sinking Fund Redemption
_____	_____

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 on a pro rata basis (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

## APPENDIX B

### Form of Issue Price Certificate

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure T)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
Election of 2020  
General Obligation Bonds  
Series C (Measure U)

\$ \_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)  
2025 General Obligation  
Refunding Bonds  
Series A

The undersigned, on behalf of Barclays Capital Inc. ("Barclays Capital") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

#### 1. ***Sale of the Bonds.***

(a) General Rule Maturities. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

(i) Barclays Capital 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 Bonds is attached to this certificate as Schedule B.

(ii) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing that, (A) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds 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 (B) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would 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.

(iii) No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

#### 2. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds not listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) 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 Underwriter has 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.

(d) “Issuer” means the San Ysidro School District.

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

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

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

(h) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2025.

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

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



**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2025**

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: S&P: “AA” (\_\_\_ Insured)  
Moody’s “\_\_\_” (Underlying)  
See “MISCELLANEOUS—Ratings”**

*In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” with respect to tax consequences relating to the 2025 Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.*

**SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)**

**\$20,500,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE U)**

**\$22,155,000\*  
ELECTION OF 2020  
GENERAL OBLIGATION BONDS  
SERIES C (MEASURE T)**

**\$ \_\_\_\_\_\*  
2025 GENERAL OBLIGATION REFUNDING BONDS  
SERIES A**

**Dated: Date of Delivery**

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

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.** Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.

The \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”) are being issued by the San Ysidro School District (the “District”) and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure U Authorization”), (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure U 2025 Bonds. The Measure U 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure U Authorization. The \$22,155,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”) are being issued by the District and the proceeds from such issuance will be applied to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters at the March 3, 2020 election (the “Measure T Authorization”), (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_\*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. The Measure T 2025 Bonds will be the third and final series of bonds issued pursuant to the Measure T Authorization. The \$ \_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure T 2025 Bonds and the Measure U 2025 Bonds, the “2025 Bonds”), are being issued by the District to (i) refund certain of the District’s outstanding general obligation bonds described herein, as more fully described herein, and (ii) pay the costs of issuing the Refunding Bonds. See “INTRODUCTION—Purpose of Issue” and “THE 2025 BONDS—Application of 2025 Bond Proceeds” herein.

The 2025 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property within the District and amounts on deposit in the Debt Service Fund for each series of 2025 Bonds. The Board of Supervisors of the County of San Diego is empowered and is obligated to levy *ad valorem* taxes, without limitation of rate or amount, upon property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of interest on and principal of the 2025 Bonds when due. The District has other outstanding general obligation bonds which are secured by and payable from *ad valorem* taxes levied on taxable property within the District. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS—*Ad Valorem* Property Taxation” herein. All general obligation bonds of the District are issued on a parity with each other.

The 2025 Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York (collectively referred to herein as “DTC”). Payments of principal of and interest on the 2025 Bonds will be paid by U.S. Bank Trust Company, National Association as the designated paying agent, authenticating agent and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the beneficial owners of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” herein.

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2025.

The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS —Redemption of 2025 Bonds” herein.

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the issuance of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” herein.

[\_\_\_ LOGO]

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

**MATURITY SCHEDULE  
(See Inside Front Cover)**

\* Preliminary, subject to change.

*The 2025 Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel. Certain matters will be passed on for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel. Certain matters will be passed on for the Underwriter by its counsel, Jones Hall, A Professional Law Corporation, San Francisco, California. The 2025 Bonds, in book-entry form, will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about \_\_\_\_\_, 2025.*

**BARCLAYS**

Dated: \_\_\_\_\_, 2025

**MATURITY SCHEDULE**

**\$ \_\_\_\_\_**  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**ELECTION OF 2020 GENERAL OBLIGATION BONDS,**  
**SERIES C (MEASURE U)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity (August 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20 \_\_; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**ELECTION OF 2020 GENERAL OBLIGATION BONDS,**  
**SERIES C (MEASURE T)**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ ; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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\$ \_\_\_\_\_  
**SAN YSIDRO SCHOOL DISTRICT**  
**(SAN DIEGO COUNTY, CALIFORNIA)**  
**2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A**

**BASE CUSIP<sup>†</sup> NO. 799561**

<i><b>Maturity</b></i> <i><b>(August 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<b>CUSIP<sup>†</sup></b>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ ; Yield – \_\_\_\_\_ % (CUSIP<sup>†</sup>: \_\_\_\_\_)

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No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

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

The information and expression of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. This Official Statement is being submitted in connection with the sale of the 2025 Bonds 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 District. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions “THE DISTRICT,” and “DISTRICT FINANCIAL MATTERS” herein.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the District has agreed to provide certain on-going financial and operating data on an annual basis, it does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which statements are based change. See “CONTINUING DISCLOSURE” and Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

All information material to the making of an informed investment decision with respect to the 2025 Bonds is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

\_\_\_\_\_ (the “Insurer”) makes no representation regarding the 2025 Bonds or the advisability of investing in the 2025 Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer supplied by the Insurer and presented under the heading “**BOND INSURANCE.**”

**WITH RESPECT TO THIS OFFERING, THE UNDERWRITER MAY ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE 2025 BONDS DESCRIBED HEREIN TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT YIELDS HIGHER THAN THE PUBLIC OFFERING YIELDS STATED IN THIS OFFICIAL STATEMENT AND SAID PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.**

**THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.**

## **SAN YSIDRO SCHOOL DISTRICT**

### **Board of Education**

*Zenaida Rosario, President*  
*Antonio Martinez, Vice President*  
*Irene Lopez, Clerk*  
*Martin Arias, Member*  
*Kenia Peraza, Member*

### **District Administrators**

*Gina A. Potter, Ed.D., Superintendent*  
*Jose Iniguez, Ed.D., Assistant Superintendent of Administrative Leadership, School Support and Safety*  
*Marilyn Adrianzen, Chief Business Official*

## **PROFESSIONAL SERVICES**

### **Bond Counsel and Disclosure Counsel**

*Stradling Yocca Carlson & Rauth LLP*  
*Newport Beach, California*

### **Municipal Advisor**

*Dale Scott & Company, Inc.*  
*San Francisco, California*

### **Paying Agent**

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

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**SAN YSIDRO SCHOOL DISTRICT  
(San Diego County, California)**

**\$20,500,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE U)**

**\$22,155,000\***  
**ELECTION OF 2020**  
**GENERAL OBLIGATION BONDS**  
**SERIES C (MEASURE T)**

\$ \_\_\_\_\_\*  
**2025 GENERAL OBLIGATION REFUNDING BONDS**  
**SERIES A**

**INTRODUCTION**

This Official Statement (which includes the cover page, the Table of Contents and the Appendices attached hereto) is furnished by the San Ysidro School District (the “District”) to provide information concerning the \$20,500,000\* San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series C (Measure U) (the “Measure U 2025 Bonds”), the \$22,155,000\* San Ysidro School District (San Diego County, California) 2020 General Obligation Bonds, Series C (Measure T) (the “Measure T 2025 Bonds”), and \$ \_\_\_\_\_\* San Ysidro School District (San Diego County, California) 2025 General Obligation Refunding Bonds, Series A (the “Refunding Bonds,” and with the Measure U 2025 Bonds and the Measure T 2025 Bonds, the “2025 Bonds”).

**This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement.**

**The District**

The District is located in the southernmost region of San Diego County (the “County”), adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately 45,000 residents. Most of the District’s territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.

The District is governed by a five-member Board of Education (the “Board”), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Board appointed Superintendent who is responsible for the day-to-day operations and the supervision of other key personnel. See “THE DISTRICT.”

**Purpose of Issue**

The Measure U 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$55,500,000 of general obligation bonds (the “Measure U Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds,

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\* Preliminary, subject to change.

Series A (Measure U) (Tax-Exempt) (the “Measure U 2020 Bonds”) in the aggregate principal amount of \$20,000,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure U) (the “Measure U 2023 Bonds”). The Measure U 2025 Bonds represent the third and final series to be issued pursuant to the Measure U Authorization. Proceeds from the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure U Authorization, (ii) fund a portion of the interest due on the Measure 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds. Subsequent to the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure U Authorization.

The Measure T 2025 Bonds were approved by the voters of the District at the March 3, 2020 election. At the election, the voters approved the issuance of \$52,985,000 of general obligation bonds (the “Measure T Authorization”). On September 17, 2020, the District issued its Election of 2020 General Obligation Bonds, Series A (Measure T) (Federally Taxable) (the “Measure T 2020 Bonds”) in the aggregate principal amount of \$15,830,000 and on August 1, 2023, the District issued its Election of 2020 General Obligation Bonds, Series B (Measure T) (the “Measure T 2023 Bonds”). The Measure T 2025 Bonds represent the third and final series to be issued pursuant to the Measure T Authorization. Proceeds from the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters pursuant to the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds. Subsequent to the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain available for issuance under the Measure T Authorization.

Proceeds from the 2025 Bonds will be used to: (i) refund, on August 1, 2025, [all/a portion of the San Ysidro School District 2015 General Obligation Refunding Bonds issued as capital appreciation bonds and maturing on August 1 of the years 2042 through 2048, inclusive (the “Refunded Bonds”)], and (ii) pay the costs of issuing the Refunding Bonds.

See “THE 2025 BONDS—Application of 2025 Bond Proceeds” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

### **Sources of Payment for the 2025 Bonds**

The 2025 Bonds are general obligation bonds of the District payable solely from the proceeds of *ad valorem* property taxes and amounts on deposit in the Debt Service Fund (defined herein) for each series of the 2025 Bonds which includes interest funded with a portion of the 2025 Bond proceeds. The Board of Supervisors of the County has the power and is obligated annually to levy *ad valorem* taxes for the payment of the 2025 Bonds and the interest thereon upon all property in the District within its boundaries subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). See “SECURITY FOR THE 2025 BONDS” herein.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT PAYABLE SOLELY FROM AD VALOREM PROPERTY TAXES AND OTHER AMOUNTS IN THE DEBT SERVICE FUND FOR EACH SERIES, WHICH AD VALOREM PROPERTY TAXES WILL BE LEVIED AND COLLECTED BY THE COUNTY OF SAN DIEGO ON TAXABLE PROPERTY WITHIN THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

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\* Preliminary, subject to change

## Description of the 2025 Bonds

**Maturity Dates.** The 2025 Bonds will mature on August 1 in the years and in the principal amounts set forth on the pages following the cover page of this Official Statement.

**Payment Dates.** The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each February 1 and August 1 (each, a “Bond Payment Date”), commencing August 1, 2025. The principal amount of the 2025 Bonds is payable at maturity upon surrender of the applicable 2025 Bond for payment.

**Redemption.** The 2025 Bonds are subject to redemption prior to maturity. See “THE 2025 BONDS—Redemption of 2025 Bonds.”

**Registration.** The 2025 Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the 2025 Bonds (the “Beneficial Owners”) in authorized denominations, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through direct participants in the DTC system (“DTC Participants”) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the 2025 Bonds. See “THE 2025 BONDS—Book-Entry Only System” and Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

**Denominations.** The 2025 Bonds will be issued, and beneficial ownership interests may be purchased by Beneficial Owners, in denominations of \$5,000 or any integral multiple thereof. See “THE 2025 BONDS—Book-Entry Only System.”

## Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS — Tax Matters” with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.

## Authority for Issuance of the 2025 Bonds

Each series of 2025 Bonds is issued pursuant to certain provisions of the State of California Constitution, Education Code or Government Code, as applicable, as well as other applicable law, and pursuant to a resolution adopted by the Board of Education of the District. See “THE 2025 BONDS—Authority for Issuance” herein.

## Offering and Delivery of the 2025 Bonds

The 2025 Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the 2025 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2025.

## **Bond Insurance**

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under an insurance policy (the “Policy”) to be issued concurrently with the execution and delivery of the 2025 Bonds by \_\_\_\_\_ (the “Insurer”). See “BOND INSURANCE” and APPENDIX H—“SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

## **Continuing Disclosure**

The District will enter into a Continuing Disclosure Certificate in which it will covenant for the benefit of the Underwriter, the bondholders and Beneficial Owners to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, as amended. The specific nature of the information to be made available and of the notices of enumerated events for which notice will be given is summarized below under the caption “CONTINUING DISCLOSURE” and is set forth in full in the form of the Continuing Disclosure Certificate is set forth in Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

## **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

## **Professionals Involved in the Offering**

Dale Scott & Company, Inc., is acting as Municipal Advisor to the District with respect to the 2025 Bonds. Stradling Yocca Carlson & Rauth LLP, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the 2025 Bonds. The fees paid to these consultants are contingent upon the sale and delivery of the 2025 Bonds.

## **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the 2025 Bonds are available from the Superintendent, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, telephone: (619) 428-4476. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other

information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

All terms used herein and not otherwise defined shall have the meanings given such terms in the Resolutions (as defined below), as applicable.

## THE 2025 BONDS

### Authority for Issuance

**Measure U 2025 Bonds.** The Measure U 2025 Bonds are being issued pursuant to the provisions of Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 *et seq.*) of the Education Code of the State of California and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (together, the “Act”) and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure U Resolution”).

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$55,500,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure U Authorization, totaling \$35,000,000. The Measure U 2025 Bonds represent the third and final series of bonds issued under the Measure U Authorization. Following the issuance of the Measure U 2025 Bonds, no general obligation bonds will remain unissued under the Measure U Authorization.

**Measure T 2025 Bonds.** The Measure T 2025 Bonds are being issued pursuant to the Act and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_, 2025 (the “Measure T Resolution.”)

At an election held on March 3, 2020, the District was authorized, by fifty-five percent or more of the votes cast by eligible voters within the District, to issue up to \$52,985,000 of general obligation bonds. The District previously issued two series of general obligation bonds under the Measure T Authorization, totaling \$30,830,000. The Measure T 2025 Bonds represent the third and final series of bonds issued under the Measure T Authorization. Following the issuance of the Measure T 2025 Bonds, no general obligation bonds will remain unissued under the Measure T Authorization.

**Refunding Bonds.** The Refunding Bonds are being issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State of California (the “Refunding Act”), and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Refunding Resolution,” and with the Measure U Resolution and the Measure T Resolution, the “Bond Resolutions”).

### **Security and Sources of Payment**

The 2025 Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes and from interest funded with 2025 Bonds proceeds deposited to the Debt Service Funds (as defined herein). Such taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds when due. See “SECURITY FOR THE 2025 BONDS” and “TAX BASE FOR REPAYMENT OF 2025 BONDS.” Such taxes, when collected, will be placed by the County in a debt service fund held for each series of the 2025 Bonds (each a “Debt Service Fund” and, collectively, the “Debt Service Funds”), which Debt Service Funds will be maintained by the County, and then such amounts will be transferred to U.S. Bank Trust Company, National Association, as Paying Agent (the “Paying Agent”), to pay the principal of and interest on the 2025 Bonds when due. The *ad valorem* property taxes and other amounts in each Debt Service Fund are irrevocably pledged for the payment of principal of and interest on the applicable series of 2025 Bonds when due. Although the County is obligated to levy *ad valorem* taxes for the payment of the 2025 Bonds, and the County will maintain the Debt Service Funds pledged to the repayment of the 2025 Bonds, the 2025 Bonds are not a debt of the County.

Pursuant to Section 53515 of the State of California Government Code, the 2025 Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. Section 53515 provides that: (i) the lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the 2025 Bonds are executed and delivered, and (ii) the revenues received pursuant to the levy and collection of the *ad valorem* property taxes will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Moneys in each Debt Service Fund, to the extent necessary to pay the principal of and interest on the applicable series of 2025 Bonds, as such principal and interest becomes due and payable, will be transferred to the Paying Agent. The Paying Agent will, in turn, transfer the funds to DTC, which is to distribute the principal and interest payments due on the 2025 Bonds to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the 2025 Bonds. See “—Book-Entry Only System.”

### **Description of the 2025 Bonds**

The 2025 Bonds will be dated their date of delivery. Interest on the 2025 Bonds accrues from their dated date at the rates set forth on the pages following the cover page of this Official Statement and is payable semiannually on each Bond Payment Date. Interest payments on the 2025 Bonds are payable semiannually on each February 1 and August 1, commencing August 1, 2025. The 2025 Bonds are issuable in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS—Book-Entry Only System.” Interest will accrue on the 2025 Bonds on the basis of a 360-day year comprised of twelve 30-day months.

Payment of interest on each 2025 Bond shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding the applicable Bond Payment Date. For purposes of the foregoing, “Record Date” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.



Payments of principal on the 2025 Bonds will be made in the amounts and on August 1 in the years set forth on the inside cover page of this Official Statement.

**Paying Agent**

U.S. Bank Trust Company, National Association will act as the Paying Agent for the 2025 Bonds. As long as DTC is the registered owner of the 2025 Bonds and DTC's book-entry method is used for the 2025 Bonds, the Paying Agent will send any notice of redemption or other notices required under each Bond Resolution only to DTC and not to the Beneficial Owners.

Payments of principal and interest due on the 2025 Bonds shall be transferred by the Paying Agent to DTC for remittance to DTC Participants for subsequent disbursement to the Beneficial Owners of the 2025 Bonds.

The District has no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership of interests in the 2025 Bonds under DTC's book-entry system, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the 2025 Bonds. See APPENDIX E—"BOOK-ENTRY ONLY SYSTEM" herein.

## Application of 2025 Bond Proceeds

**Measure U 2025 Bonds.** The proceeds of the Measure U 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized under the Measure U Authorization, (ii) fund a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\_, \* and (iii) pay the costs of issuing the Measure U 2025 Bonds.

The proceeds from the sale of the Measure U 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure U Building Fund (the “Measure U Building Fund”) established under the Measure U Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure U Building Fund shall be retained in the Measure U Building Fund. The District currently expects to use Measure U 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure U 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure U 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure U 2025 Bonds and used only for payments of principal of and interest on the Measure U 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure U 2025 Bonds shall be retained in the Debt Service Fund for the Measure U 2025 Bonds and used to pay principal of and interest on the Measure U 2025 Bonds when due.

Any excess proceeds of the Measure U 2025 Bonds not needed for the purpose for which the Measure U 2025 Bonds are issued shall be transferred from the Measure U Building Fund to the Debt Service Fund for the Measure U 2025 Bonds and applied to the payment of principal of and interest on the Measure U 2025 Bonds. If after payment in full of the Measure U 2025 Bonds any amounts remain in the Debt Service Fund for the Measure U 2025 Bonds, such excess amounts shall be transferred to the District’s General Fund. Amounts relating to the Measure U 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure U Rebate Fund established under the Measure U Resolution.

**Measure T 2025 Bonds.** The proceeds of the Measure T 2025 Bonds will be used to (i) finance improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters under the Measure T Authorization, (ii) fund a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\_, \*, and (iii) pay the costs of issuing the Measure T 2025 Bonds.

The proceeds from the sale of the Measure T 2025 Bonds paid to the District by the Underwriter to the extent of the principal amount thereof shall be deposited in the San Ysidro School District General Obligation Bonds Measure T Building Fund (the “Measure T Building Fund”) established under the Measure T Resolution and shall be kept separate and distinct from all other District and County funds. Interest earned on the investment of monies held in the Measure T Building Fund shall be retained in the Measure T Building Fund. The District currently expects to use Measure T 2025 Bond proceeds to finance various school facilities.

Any original issue premium received by the District from the sale of the Measure T 2025 Bonds and the *ad valorem* property taxes securing the payment of the Measure T 2025 Bonds, when received, shall be kept separate and apart in the Debt Service Fund for the Measure T 2025 Bonds and used only for payments of principal of and interest on the Measure T 2025 Bonds. Interest earned on the investment of monies held in the Debt Service Fund for the Measure T 2025 Bonds shall be retained in the Debt Service Fund for the Measure T 2025 Bonds and used to pay principal of and interest on the Measure T 2025 Bonds when due.

Any excess proceeds of the Measure T 2025 Bonds not needed for the purpose for which the Measure T 2025 Bonds are issued shall be transferred from the Measure T Building Fund to the Debt Service Fund for

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\* Preliminary, subject to change.

the Measure T 2025 Bonds and applied to the payment of principal of and interest on the Measure T 2025 Bonds. If after payment in full of the Measure T 2025 Bonds any amounts remain in the Debt Service Fund for the Measure T 2025 Bonds, such excess amounts shall be transferred to the District's General Fund. Amounts relating to the Measure T 2025 Bonds which the District determines are required to be rebated to the federal government will be deposited in the San Ysidro School District General Obligation Bonds Measure T Rebate Fund established under the Measure T Resolution.

**Refunding Bonds.** The Refunding Bonds are being issued to: (i) refund, on a current basis, all of the Refunded Bonds, and (ii) pay the costs of issuing the Refunding Bonds.

Pursuant to an Escrow Agreement (the "Escrow Agreement") by and between the District and U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent"), certain proceeds from the sale of the Refunding Bonds will be deposited to the credit of an escrow fund for the Refunded Bonds (the "Escrow Fund").

Pursuant to the Escrow Agreement, amounts deposited in the Escrow Fund will be used to either purchase certain non-callable direct and general obligations of the United States of America, or non-callable obligations the payment of which is unconditionally guaranteed by the United States of America (collectively, the "Federal Securities"), the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent to defease and pay the redemption price of the Refunded Bonds on August 1, 2025 (the "Redemption Date").

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to pay the accrued and unpaid interest through, and the redemption price of, the Refunded Bonds on the Redemption Date will be verified by \_\_\_\_\_ (the "Verification Agent"). See also "LEGAL MATTERS—Verification" herein.

Any accrued interest and surplus moneys in the Escrow Fund following the redemption of all of the Refunded Bonds shall be transferred to and accounted for in the Debt Service Fund for the Refunding Bonds. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund for the Refunding Bonds and applied to the payment of principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts shall be transferred to the General Fund of the District.

### **Application and Investment of Tax Revenues Securing the Repayment of the 2025 Bonds**

The *ad valorem* taxes levied to repay the 2025 Bonds will be deposited by the County in the Debt Service Funds, which are maintained by the County, and are to be used only for payments of principal of and interest on the 2025 Bonds, and may be invested in any one or more investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that moneys in the Debt Service Funds will be invested in the San Diego County Treasury Pool. See Appendices F and G for a description of the County Investment Policy and the latest monthly report for the San Diego County Treasury Pool, respectively.

### **Redemption of 2025 Bonds**

**Optional Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure U 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_ at a redemption price equal to the principal amount of the Measure U 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Measure T 2025 Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Measure T 2025 Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Optional Redemption of Refunding Bonds.** The Refunding Bonds maturing on or before August 1, \_\_\_\_\_ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, \_\_\_\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

**Mandatory Redemption of Measure U 2025 Bonds.** The Measure U 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure U 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure U 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
--	--------------------------------

(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure U 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Measure U 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

**Mandatory Redemption of Measure T 2025 Bonds.** The Measure T 2025 Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Measure T 2025 Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Measure T 2025 Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
--	--------------------------------

(1)

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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Measure T 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an

amount equal to the principal amount of such Measure T 2025 Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

***Mandatory Redemption of Measure Refunding Bonds.*** The Refunding Bonds maturing on August 1, \_\_\_\_\_ (“\_\_\_\_\_ Term Refunding Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Refunding Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

<b><i>Redemption Date (August 1)</i></b>	<b><i>Principal Amount</i></b>
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(1)
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(1) Maturity.

In the event that a portion of the \_\_\_\_\_ Term Refunding 2025 Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown in the tables above shall be reduced in an amount equal to the principal amount of such Refunding Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

### **Selection of 2025 Bonds for Redemption**

Whenever provision is made in accordance with the applicable Bond Resolution for the optional redemption of Measure U 2025 Bonds or Measure T 2025 Bonds, and less than all Outstanding Measure U 2025 Bonds or Measure T 2025 Bonds, as applicable, are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of the applicable series of 2025 Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select 2025 Bonds of a series for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any 2025 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

### **Notice of and Effect of Redemption of the 2025 Bonds**

***Notice of Redemption.*** When redemption is authorized or required pursuant to the applicable Bond Resolution, the Paying Agent shall give notice of the redemption of the applicable series of 2025 Bonds (“Redemption Notice”) at least 20 but not more than 60 days prior to the redemption date (a) so long as the applicable series of 2025 Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository; and (b) if the applicable series of 2025 Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the 2025 Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the 2025 Bonds or designated portions thereof (in the case of redemption of a series of the 2025 Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the 2025 Bonds to be redeemed, (f) the numbers of the 2025 Bonds to be redeemed in whole or in part and, in the case of any 2025 Bond to be redeemed in part only, the Principal Amount of such 2025 Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each 2025 Bond to be redeemed in whole

or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each 2025 Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the 2025 Bonds.

In case of the redemption as permitted in the applicable Bond Resolution of all the 2025 Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the 2025 Bonds of such maturity.

Any Redemption Notice for an optional redemption of the 2025 Bonds delivered in accordance with the applicable Bond Resolution may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such 2025 Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the 2025 Bonds selected for redemption.

***Additional Notice.*** In addition to the Redemption Notice described above, further notice shall be given by the Paying Agent as described below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as described above.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

***Partial Redemption of 2025 Bonds.*** Upon the surrender of any 2025 Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new 2025 Bond or 2025 Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the 2025 Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Notice of Redemption.*** Notice having been given in accordance with the applicable Bond Resolution, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the applicable Debt Service Fund or an escrow account as provided in the applicable Bond Resolution, the 2025 Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the 2025 Bonds to be redeemed as provided in the applicable Bond Resolution, together with interest to such redemption date, shall be held in the applicable Debt Service Fund or in an escrow account as provided in the applicable Bond Resolution so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as provided in the applicable Bond Resolution, then from and after such redemption date, interest with respect to the 2025 Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of 2025 Bonds shall be held in trust for the account of the Owners of the 2025 Bonds so to be redeemed.

All 2025 Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of the applicable Bond Resolution shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a 2025 Bond purchased by the District shall be cancelled by the Paying Agent.

### **Book-Entry Only System**

One fully registered bond without coupons for each maturity of a series of the 2025 Bonds will be issued and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the 2025 Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the 2025 Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to DTC Participants for subsequent dispersal to the Beneficial Owners of the 2025 Bonds as described herein. See Appendix E—"BOOK-ENTRY ONLY SYSTEM" herein.

### **Defeasance**

All or a portion of the outstanding 2025 Bonds of a series may be paid and discharged in any one or more of the following ways:

(1) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the applicable Debt Service Fund is sufficient to pay all 2025 Bonds designated for defeasance, including all principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(2) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the applicable Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all 2025 Bonds designated for defeasance (including all principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the 2025 Bonds so defeased, notwithstanding that any of such 2025 Bonds shall not have been surrendered for payment, all obligations of the District with respect to such 2025 Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from permitted funds to the Owners of such designated 2025 Bonds all sums due with respect thereto.

In each Bond Resolution, Government Obligations are defined as:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and

Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

### **Amendment to Bond Resolutions**

In certain very limited situations, each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners of such 2025 Bonds owning at least 60% in aggregate principal amount of such 2025 Bonds then outstanding, exclusive of such 2025 Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each 2025 Bond affected, reduce the principal amount of any 2025 Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

Any act done pursuant to a modification or amendment so consented to as provided above, shall be binding upon the Owners of all the applicable series of 2025 Bonds and shall not be deemed an infringement of any of the provisions of the applicable Bond Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of such Bond Resolution, and after consent relating to such specified matters has been given, no Owner of the applicable series of 2025 Bonds shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Each Bond Resolution, and the rights and obligations of the District and of the Owners of the applicable series of 2025 Bonds issued thereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(a) To add to the covenants and agreements of the District in the Bond Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in the Bond Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with such Bond Resolution as theretofore in effect;

(c) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by the Bond Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under such Bond Resolution;

(d) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in such Bond Resolution; or

(e) To amend or supplement such Bond Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners of the applicable series of 2025 Bonds.

### **Unclaimed Moneys**

Anything in each Bond Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the 2025 Bonds which remain unclaimed for one (1) year after the date when such 2025 Bonds have become due and payable, either at their stated maturity dates or by



call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such 2025 Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the 2025 Bond Owners shall look only to the District for the payment of such 2025 Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such 2025 Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

## **ESTIMATED SOURCES AND USES OF FUNDS**

The estimated sources and uses of funds in connection with the 2025 Bonds are as follows:

<b><i>Sources of Funds</i></b>	<b><i>Measure U 2025 Bonds</i></b>	<b><i>Measure T 2025 Bonds</i></b>	<b><i>Refunding Bonds</i></b>	<b><i>Total</i></b>
Principal Amount of 2025 Bonds				
[Plus] [Net] Original Issue [Premium]				
Total Sources of Funds				
 <b><i>Uses of Funds</i></b>				
Building Fund <sup>(1)</sup>				
Measure U Debt Service Fund <sup>(2)</sup>				
Measure T Debt Service Fund <sup>(3)</sup>				
Escrow Fund <sup>(4)</sup>				
Underwriter's Discount				
Costs of Issuance <sup>(5)</sup>				
Total Uses of Funds				

<sup>(1)</sup> Used to finance improvements to and the acquisition of equipment and furnishings for various schools within the District. See "THE 2025 BONDS—Application of 2025 Bond Proceeds."

<sup>(2)</sup> Used to pay a portion of the interest due on the Measure U 2025 Bonds through \_\_\_\_\*.

<sup>(3)</sup> Used to pay a portion of the interest due on the Measure T 2025 Bonds through \_\_\_\_\*.

<sup>(4)</sup> Used to defease and redeem the Refunded Bonds. See "THE 2025 BONDS—Application of 2025 Bond Proceeds—Refunding Bonds."

<sup>(5)</sup> Represents all costs of issuance, including bond insurance premium, legal fees, printing costs, the costs and fees of the Paying Agent and Municipal Advisor, and other costs of issuance of the 2025 Bonds.

## DEBT SERVICE SCHEDULES

The following table sets forth the annual debt service on the Measure U 2025 Bonds (assuming no earlier optional redemption):

### MEASURE U 2025 BONDS

<i>Period Ending (August 1)</i>	<i>Annual Principal Payment</i>	<i>Annual Interest Payment</i>	<i>Total</i>
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<b>Total</b>			
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The following table sets forth the annual debt service on the Measure T 2025 Bonds (assuming no earlier optional redemption):

**MEASURE T 2025 BONDS**

<i><b>Period Ending (August 1)</b></i>	<i><b>Annual Principal Payment</b></i>	<i><b>Annual Interest Payment</b></i>	<i><b>Total</b></i>
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**Total**

The following table sets forth the annual debt service on the Refunding Bonds (assuming no earlier optional redemption):

**REFUNDING BONDS**

<i><b>Period Ending (August 1)</b></i>	<i><b>Annual Principal Payment</b></i>	<i><b>Annual Interest Payment</b></i>	<i><b>Total</b></i>
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**Total**

The following table summarizes the aggregate annual debt service requirements for all of the general obligation bonds of the District that will be outstanding following the issuance of the 2025 Bonds (assuming no optional redemptions).

**San Ysidro School District  
Aggregate Annual Debt Service<sup>(1)</sup>**

<i><b>Year Ending (August 1)</b></i>	<i><b>Outstanding General Obligation Bonds</b></i>	<i><b>2025 Bonds</b></i>	<i><b>Total</b></i>
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**Total**

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<sup>(1)</sup> Amounts rounded to the nearest dollar.

**BOND INSURANCE**

*The information under this caption has been prepared by the Insurer for inclusion in this Official Statement. The District has not reviewed this information or any information referred to herein and the District does not make any representation with respect to the accuracy or completeness thereof. The following information is not complete and reference is made to Appendix H for a specimen of the Policy.*

**[TO COME]**

## SECURITY FOR THE 2025 BONDS

Upon issuance, the 2025 Bonds shall constitute general obligation bonds of the District, payable solely from the proceeds of *ad valorem* property taxes levied to repay the 2025 Bonds and other amounts on deposit in the Debt Service Fund for each series of the 2025 Bonds which includes interest funded with 2025 Bond proceeds. Such *ad valorem* property taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes, and for so long as the 2025 Bonds are outstanding, in an amount sufficient to pay the principal of and interest on the 2025 Bonds due and payable in the next succeeding bond year (less amounts on deposit in the applicable Debt Service Fund). Each Bond Resolution irrevocably pledges as security for the applicable series of 2025 Bonds the proceeds from the levy of the *ad valorem* property tax which are collected and allocated to the payment of the 2025 Bonds outstanding thereunder together with amounts on deposit in the applicable Debt Service Fund. See “TAX BASE FOR REPAYMENT OF 2025 BONDS” herein.

The District has several issues of general obligation bonds outstanding (collectively, the “Outstanding General Obligation Bonds”), all of which, together with 2025 Bonds, are issued on a parity with each other. See “DEBT SERVICE SCHEDULE” above. The Outstanding General Obligation Bonds are currently outstanding in the aggregate principal amount of \$134,592,718 (exclusive of accreted interest on capital appreciation bonds).

The Outstanding General Obligation Bonds are payable from *ad valorem* property taxes levied on taxable property within the District to repay such bonds. The amount of the annual *ad valorem* tax levied to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the 2025 Bonds and the Outstanding General Obligation Bonds in any year. Fluctuations in the annual debt service on the 2025 Bonds and the Outstanding General Obligation Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate. These factors include, but are not limited to, a general market decline in real property values due to economic or other conditions, outbreak of disease, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the federal government, the State of California (the “State”) and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by a natural or manmade disaster, such as earthquake, flood, wildfire or toxic contamination.

The assessed valuation of property in the District is \$10,741,273,977 for fiscal year 2024-25. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—Historical Data Concerning District Tax Base.” While the assessed valuation of property in the District has increased over recent years, future declines in real estate values in southern California, natural disasters (including those described below), the departure of major taxpayers or other factors, including a future pandemic, natural disaster or economic recession, could result in lower assessed values in the District, a higher annual tax rate within the District and a higher level of delinquencies in tax payments. The County has adopted the Teeter Plan (defined below). As a result, the District’s receipt of property taxes is not subject to delinquencies. See “TAX BASE FOR REPAYMENT OF THE 2025 BONDS—*Ad Valorem* Property Taxation—*Teeter Plan*.”

Economic and other factors beyond the District’s control, such as general market decline in property values, the outbreak of disease, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire (including wildfire), drought, flood, sea level rise, climate change, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rates

levied by the County to pay the debt service with respect to the Bonds. See “THE 2025 BONDS – Security and Sources of Payment” herein.

***Seismic Events.*** The District is located in a seismically active region. Active earthquake faults include the Rose Canyon Fault that runs near the District. An earthquake of large magnitude could result in extensive damage to property within the District and could adversely affect the assessed valuation of property within the District, or more generally the region’s economy.

***Drought.*** California has experienced cyclical severe drought conditions over the past several years. Most recently, in April 2021, the Governor announced regional drought emergencies in two Northern California counties following two years of dry conditions. These drought emergencies were eventually expanded to include all California counties by October of 2021. Among other actions, the Governor also issued Executive Order N0-27-22, which directed the State Water Control Board to issue drought declarations, including a recommendation to have urban water suppliers initiate water shortage contingency plans. Significant snowfall and precipitation in the State commencing in January 2023 have generally eliminated most of the State’s drought conditions. In addition, on March 24, 2023, the Governor rescinded most of his emergency drought declarations, including Executive Order N0-27-22. The District cannot predict if there will be future drought conditions and related water usage restrictions imposed in the future.

***Wildfires.*** Major wildfires have occurred in recent years in different regions of the State, including most recently in Los Angeles County. The District has not sustained any property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the County and the State due to fire damage. The Governor has previously signed a number of measures into law intended to address a variety of issues related to mitigating the risk of wildfires, including forest management, mutual aid for fire departments, emergency alerts and other safety mandates. Property damage due to wildfire could result in a significant decrease in the assessed value of property in the District.

***Climate Change.*** In addition to the events described above, climate change caused by human activities may have adverse effects on the assessed value of property within the District. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, many scientists expect that climate change will intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods, heat waves, and rising sea levels. Projections of the impact of global climate change are complex and depend on a variety of factors outside of the District’s control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when or if adverse impacts of climate change will occur or the extent of such impacts.

***Public Health Emergencies.*** In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 (“COVID-19”), an upper respiratory tract illness, that spread across the globe. The ultimate impact of COVID-19 on the District’s operations and finances and the economy, real estate market, development within the District and tax collections may not be fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the District’s operations and finances. In addition, the District cannot predict whether future pandemics will occur and whether any such pandemics may impact its finances or operations. As of this date, several vaccines have been provided approval by federal health authorities and are widely available, and both the national emergency and state of emergency have officially ended, and the World Health Organization declared an end to the COVID-19 global health emergency.

It is not possible for the District to make any representation regarding the extent to which natural disasters, including earthquakes, drought, wildfires and public health emergencies could cause reduced economic

activity within the boundaries of the District or the extent to which natural disasters may impact the value of taxable property within the District.

***Investment of Bond Proceeds.*** Monies held in the Building Funds and the Debt Service Funds established under the Bond Resolutions may be invested in any investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that monies in the Building Funds and the Debt Service Funds will be invested in the San Diego County Treasury Pool. See APPENDICES F and G hereto.

**THE 2025 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT. THE 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2025 BONDS.**

### **TAX BASE FOR REPAYMENT OF THE 2025 BONDS**

The information in this section describes *ad valorem* property taxation, assessed valuation, and other measures of the tax base of the District. The 2025 Bonds are payable solely from *ad valorem* taxes levied and collected by the County on taxable property in the District and interest funded with 2025 Bond proceeds. The District's General Fund is not a source for the repayment of the 2025 Bonds.

#### ***Ad Valorem Property Taxation***

The collection of property taxes is significant to the District and the owners of the 2025 Bonds in two respects. First, amounts allocated to the District from the general 1% *ad valorem* property tax levy, which is levied in accordance with Article XIII A of the California Constitution and its implementing legislation, funds a portion of the District's budget which is used to operate the District's educational program. See "DISTRICT FINANCIAL MATTERS—Revenue Sources" below. Second, the Board of Supervisors of the County will levy and collect *ad valorem* taxes on all taxable parcels within the District which are pledged specifically to the repayment of the 2025 Bonds and the Outstanding General Obligation Bonds. All of the District's Outstanding General Obligation Bonds are issued on parity with one another and the 2025 Bonds will be on a parity with the Outstanding General Obligation Bonds with respect to the *ad valorem* property tax levy. As described below, the general *ad valorem* property tax levy and the additional *ad valorem* property tax levy pledged to repay the 2025 Bonds and the Outstanding General Obligation Bonds will be collected on the annual tax bills distributed by the County to the owners of parcels within the boundaries of the District.

***Method of Property Taxation.*** Beginning in fiscal year 1978-79, Article XIII A and its implementing legislation permitted each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness) and prescribed how levies on county-wide property values were to be shared with local taxing entities within each county. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law, however, provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

For purposes of allocating a county's 1% base property tax levy, future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, up to 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" sources from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in the tax bases in such entities may be affected by the existence of successor agencies to prior redevelopment agencies which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts \$7,000 of the assessed valuation of an owner-occupied



principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is made up by the State.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in a county as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the county assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer-Tax Collector of the county levying the tax.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessory interests belonging or assessed to the delinquent taxpayer.

***District Assessed Valuation.*** Both the general 1% *ad valorem* property tax levy and the additional *ad valorem* levy for the 2025 Bonds and the Outstanding General Obligation Bonds are based upon the assessed valuation of the parcels of taxable property in the District. Property taxes allocated to the District are collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. The assessed valuation of each parcel of property is the same for both District and County taxing purposes. The valuation of secured property by the County is established as of January 1, and is subsequently equalized in September of each year, when tax bills are mailed to property owners.

***Appeals and Adjustments of Assessed Valuations.*** Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or filed in the future or blanket reassessments initiated by the County Assessor will not significantly reduce the assessed valuation of property within the District.

***Taxation of State-Assessed Utility Property.*** A portion of property tax revenue of the District is derived from utility property subject to assessment by the State Board of Equalization (“SBE”). State-assessed property, or “unitary property,” is property of a utility system with components located in many taxing jurisdictions that are assessed as part of a “going concern” rather than as individual pieces of real or personal property. The assessed value of unitary and certain other state-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

***Teeter Plan.*** Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their secured tax roll levies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has adopted the Teeter Plan, and consequently the Teeter Plan is available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore not subject to delinquencies so long as the Teeter Plan remains in effect. The District can give no assurance that the Teeter Plan will remain in effect, in its present form, during the term of the 2025 Bonds. However, the District is not presently aware of any plans by the County to discontinue the Teeter Plan.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least 55% of the participating revenue districts in the County. In addition, the Board of Supervisors of the County may determine to discontinue the Teeter Plan with respect to any levying agency in the County if the Board of Supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. In the event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

The District is not aware of any intention on the part of the County, or formal actions taken thereby, to terminate the Teeter Plan, as now in effect in the County. There can be no assurance that the County will always maintain the Teeter Plan or will have sufficient funds available to distribute the full amount of the District’s share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District’s or the County’s control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

## Historical Data Concerning District Tax Base

The information provided in Tables 1 through 5 below has been provided by California Municipal Statistics, Inc., an independent consulting firm. Neither the District nor the Underwriter has independently verified this information and does not guarantee its accuracy.

Property within the District has a total assessed valuation for fiscal year 2024-25 of \$10,741,273,977. Table 1A below provides a ten-year history of assessed valuations in the District.

**TABLE 1A**  
**ASSESSED VALUATIONS**  
**Fiscal Year 2015-16 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Local Secured</i>	<i>Utility</i>	<i>Unsecured</i>	<i>Total</i>
2015-16	\$3,975,323,264	\$395,575,500	\$ 335,096,027	\$ 4,705,994,791
2016-17	4,233,723,049	565,408,500	319,677,412	5,118,808,961
2017-18	4,564,383,373	659,000,500	353,972,213	5,577,356,086
2018-19	4,859,598,324	582,900,872	351,728,465	5,794,227,661
2019-20	5,295,926,675	593,000,872	330,055,585	6,218,983,132
2020-21	5,674,363,779	583,200,872	391,845,001	6,649,409,652
2021-22	6,133,616,953	608,600,872	436,817,426	7,179,035,251
2022-23	7,221,932,557	581,683,872	882,393,179	8,686,009,608
2023-24	8,153,613,257	567,270,872	1,065,643,539	9,786,527,668
2024-25	9,087,458,530	566,516,572	1,087,298,875	10,741,273,977

Sources: California Municipal Statistics, Inc.; County Auditor-Controller.

Table 1B below presents the fiscal year 2024-25 assessed valuation within the District by jurisdiction.

**TABLE 1B**  
**FISCAL YEAR 2024-25 ASSESSED VALUATION BY JURISDICTION**  
**San Ysidro School District**

<i>Jurisdiction</i>	<i>Assessed Valuation in District</i>	<i>% of District</i>	<i>Assessed Valuation of Jurisdiction</i>	<i>% of Jurisdiction in District</i>
City of San Diego	\$ 8,233,264,129	76.65%	\$ 352,818,698,692	2.32%
Unincorporated San Diego County	<u>2,508,009,848</u>	<u>23.35</u>	103,742,600,350	2.42
Total District	\$ 10,741,273,977	100.00%		
San Diego County	\$ 10,741,273,977	100.00%	\$ 741,281,955,804	1.45%

Sources: California Municipal Statistics, Inc.

## Tax Levies and Delinquencies

Table 2 summarizes the 1% general *ad valorem* tax levy and the debt service levy for the District's general obligation bonds within the District for fiscal years 2019-20 through 2023-24. Under the terms of the County's Teeter Plan for so long as the Teeter Plan stays in effect and the District is a participant, the District is paid 100% of the secured tax levy each year by the County and the County takes responsibility for collecting delinquencies and keeps penalties and interest collected from delinquent parcels.

**TABLE 2**  
**SECURED PROPERTY TAX CHARGES**  
**San Ysidro School District<sup>(1)</sup>**

	<b><i>1% General Ad Valorem Secured Tax Charges Levied<sup>(2)</sup></i></b>	<b><i>GO Bonds Debt Service Secured Tax Charges Levied<sup>(3)</sup></i></b>
2019-20	\$19,083,968.07	\$ 5,704,226.07
2020-21	20,407,776.37	9,201,092.01
2021-22	22,536,212.64	9,222,286.40
2022-23	27,699,839.98	6,686,219.97
2023-24	31,354,772.06	10,179,398.16

<sup>(1)</sup> San Diego County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest. The County may, at any time, and subject to certain conditions, discontinue use of the Teeter Plan. See “—*Ad Valorem* Property Taxation – Teeter Plan” above.

<sup>(2)</sup> 1% *ad valorem* tax levy. Excludes additional *ad valorem* property taxes levied to pay voter approved General Obligation Bonds.

<sup>(3)</sup> District’s general obligation bonds debt service levy.

Source: California Municipal Statistics, Inc.

### **Tax Rates**

There are a total of 49 tax rate areas in the District. The tables below summarize the total *ad valorem* tax rates levied by all taxing entities in a typical Tax Rate Area (a “TRA”) from fiscal year 2020-21 to fiscal year 2024-25 for the portion of the District that lies within the City of San Diego and the portion of the District that lies in unincorporated San Diego County.

**TABLE 3A**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 8-215)**  
**San Ysidro School District**  
**Within the City of San Diego**

	<b><i>2020-21</i></b>	<b><i>2021-22</i></b>	<b><i>2022-23</i></b>	<b><i>2023-24</i></b>	<b><i>2024-25<sup>(1)</sup></i></b>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Comm. College District	0.02792	0.04854	0.04215	0.04581	0.04377
City of San Diego	0.00500	0.00500	0.00500	0.00500	0.00500
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23801%	1.20552%	1.23617%	1.23577%

<sup>(1)</sup> Fiscal year 2024-25 assessed valuation of TRA 8-215 is \$2,809,684,927 which is 26.16% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

**TABLE 3B**  
**SUMMARY OF *AD VALOREM* TAX RATES AS PERCENTAGE OF ASSESSED VALUE**  
**TYPICAL TOTAL TAX RATES (TRA 84-035)**  
**San Ysidro School District**  
**Within Unincorporated San Diego County**

	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>	<i>2023-24</i>	<i>2024-25<sup>(1)</sup></i>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
San Ysidro School District	0.14649	0.13486	0.08576	0.11726	0.11905
Sweetwater Union High School District	0.04880	0.04611	0.06911	0.06460	0.06095
Southwestern Community College District	0.02792	0.04854	0.04215	0.04581	0.04377
Metropolitan Water District	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00350</u>	<u>0.00700</u>
Total	1.23171%	1.23301%	1.19714%	1.23117%	1.23077%

<sup>(1)</sup> Fiscal year 2024-25 assessed valuation of TRA 84-035 is \$474,350,660 which is 4.42% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

### Largest Taxpayers

Table 4 below lists the 20 largest secured property taxpayers within the District measured by secured assessed valuation for the 2024-25 fiscal year.

**TABLE 4**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Twenty Largest 2024-25 Local Secured Property Taxpayers**

<i>Property Owner</i>	<i>Primary Land Use</i>	<i>2024-25 Secured Assessed Valuation</i>	<i>% of Total<sup>(1)</sup></i>
1. Amazon.Com Services LLC	Industrial	\$ 347,100,146	3.82%
2. Chelsea San Diego Finance LLC	Shopping Center	232,508,155	2.56
3. Greenfield Village LLC	Apartments	178,969,679	1.97
4. Eastgroup Properties	Industrial	164,171,729	1.81
5. LIPT Sanyo Avenue LLC	Industrial	162,926,640	1.79
6. Corrections Corporation of America	Correctional Facility	161,688,880	1.78
7. CH Realty X-ELC I Otay Mesa Business Park	Industrial	147,003,012	1.62
8. Otay Enrico Industrial LLC	Industrial	133,380,180	1.47
9. Majestic Sunroad II LLC	Industrial	131,427,361	1.45
10. Piper Ranch Industrial LLC	Industrial	129,373,230	1.42
11. RREEF CPIF 1210 1320 Air Wing Road CA LLC	Industrial	90,610,000	1.00
12. Harvest Road Investors LLC	Industrial	84,950,317	0.93
13. Otay-Tijuana Venture LLC	Industrial	81,588,543	0.90
14. Casoleil Del LLC	Apartments	80,889,171	0.89
15. HUSPP BFTP I LP	Industrial	80,370,900	0.88
16. Mahogany Property Owner LLC	Industrial	78,653,900	0.87
17. Ajinomoto Windsor Inc.	Industrial	78,404,361	0.86
18. TREA Frontera Business Park LLC	Industrial	72,843,446	0.80
19. PPF Sudberry Ocean View Hills LP	Industrial	70,360,935	0.77
20. CRP/PD C Piper Otay Owner LLC	Industrial	<u>64,940,949</u>	<u>0.71</u>
		\$2,572,161,534	28.30%

<sup>(1)</sup> Fiscal year 2024-25 local secured assessed valuation (excluding tax-exempt property): \$9,087,458,530.

Source: California Municipal Statistics, Inc.

The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in the aggregate may be larger than is suggested by the above below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

### Assessed Valuation by Land Use

Table 5 describes the District's land use by type in fiscal year 2024-25, which reflects that 32.99% of the total secured assessed valuation is for residential property and 67.01% for nonresidential property.

**TABLE 5**  
**SAN YSIDRO SCHOOL DISTRICT**  
**2024-25 Secured Assessed Valuation and Parcels by Land Use**

	<i>2024-25 Secured Assessed Valuation <sup>(1)</sup></i>	<i>% of Total</i>	<i>No. of Parcels</i>	<i>% of Total</i>
<u>Non-Residential:</u>				
Agricultural/Rural	\$ 77,187,292	0.85%	145	1.88%
Commercial	1,176,838,254	12.95	256	3.33
Vacant Commercial	60,516,183	0.67	70	0.91
Industrial	4,005,441,919	44.08	649	8.43
Vacant Industrial	634,756,077	6.98	329	4.27
Recreational	35,561,419	0.39	3	0.04
Government/Social/Institutional	99,052,478	1.09	215	2.79
Subtotal Non-Residential	<u>\$ 6,089,353,622</u>	<u>67.01%</u>	<u>1,667</u>	<u>21.66%</u>
<u>Residential:</u>				
Single Family Residence	\$ 1,643,539,650	18.09%	3,403	44.22%
Condominium/Townhouse	671,152,001	7.39	2,029	26.36
Mobile Home	11,520,126	0.13	179	2.33
Mobile Home Park	28,780,419	0.32	6	0.08
2-4 Residential Units	60,182,397	0.66	167	2.17
5+ Residential Units/Apartments	505,230,986	5.56	104	1.35
Miscellaneous Residential Improvements	1,803,027	0.02	41	0.53
Vacant Residential	75,896,302	0.84	100	1.30
Subtotal Residential	<u>\$ 2,998,104,908</u>	<u>32.99%</u>	<u>6,029</u>	<u>78.34%</u>
Total	\$2,998,104,908	100.00%	7,696	100.00%

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

Source: California Municipal Statistics, Inc.

Table 6 provides certain information with respect to the assessed values of the single family homes located within the District. Single family homes represent 18.09% of the total local secured assessed valuations in fiscal year 2024-25.

**Table 6**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Per Parcel Fiscal Year 2024-25 Secured Assessed Valuation of Single Family Homes**

	<i>No. of Parcels</i>	<i>Fiscal Year 2024-25 Assessed Valuation</i>	<i>Average Assessed Valuation</i>	<i>Median Assessed Valuation</i>
Single Family Residential	3,403	\$1,643,539,650	\$482,968	\$460,630

<i>Fiscal Year 2023-24 Assessed Valuation</i>	<i>No. of Parcels<sup>(1)</sup></i>	<i>% of Total</i>	<i>Cumulative % of Total</i>	<i>Total Valuation</i>	<i>% of Total</i>	<i>Cumulative % of Total</i>
\$0 - \$49,999	43	1.264	1.264	\$ 1,563,028	0.095%	0.095%
\$50,000 - \$99,999	121	3.557	5.085	8,242,988	0.52	0.647
\$100,000 - \$149,999	76	2.233	7.728	9,628,983	0.586	1.262
\$150,000 - \$199,999	139	4.085	11.813	24,308,860	1.479	2.741
\$200,000 - \$249,999	191	5.613	17.426	42,960,814	2.614	5.355
\$250,000 - \$299,999	262	7.699	25.125	71,912,222	4.375	9.730
\$300,000 - \$349,999	204	5.995	31.120	66,183,400	4.027	13.757
\$350,000 - \$399,999	277	8.140	39.259	104,119,395	6.335	20.092
\$400,000 - \$449,999	286	8.404	47.664	121,769,723	7.409	27.501
\$450,000 - \$499,999	309	9.080	56.744	146,302,092	8.902	36.403
\$500,000 - \$549,999	291	8.551	65.295	152,608,024	9.285	45.688
\$550,000 - \$599,999	285	8.375	73.670	163,652,352	9.957	55.645
\$600,000 - \$649,999	195	5.730	79.401	121,664,780	7.403	63.048
\$650,000 - \$699,999	170	4.996	84.396	114,826,699	6.987	70.035
\$700,000 - \$749,999	150	4.408	88.804	108,520,504	6.603	76.637
\$750,000 - \$799,999	107	3.144	91.948	82,853,400	5.041	81.679
\$800,000 - \$849,999	91	2.674	94.622	74,967,808	4.561	86.240
\$850,000 - \$899,999	44	1.293	95.915	38,539,057	2.345	88.585
\$900,000 - \$949,999	57	1.675	97.590	52,388,632	3.188	91.772
\$950,000 - \$999,999	28	0.823	98.413	27,223,908	1.656	93.429
\$1,000,000 and greater	<u>54</u>	<u>1.587</u>	<u>100.000</u>	<u>108,000,472</u>	<u>6.571</u>	<u>100.000</u>
	3,403	100.00%		\$ 1,643,539,650	100.00%	

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

## THE DISTRICT

### Introduction

The District is located in the southernmost region of the County, adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately \_\_\_\_ residents. Most of the District's territory is located in the City of San Diego. The District provides education services in two transitional kindergarten (TK) through sixth grade elementary schools, one kindergarten through sixth grade elementary schools, three TK through fifth grade elementary school, one sixth grade through eighth grade middle school, and one seventh and eighth grade middle school. In addition, the District includes a preschool and child development center that provide services for approximately 200 preschool students. The enrollment for the District for fiscal year 2024-25 is approximately 4,150 TK through eighth grade students.



## Board of Education

The District is governed by a five member Board. Members are elected to serve alternating four-year terms.

**Table 7**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Board of Education**

<i>Name</i>	<i>Term Expires</i>
Zenaida Rosario, President	December 2026
Antonio Martinez, Vice President	December 2028
Irene Lopez, Clerk	December 2026
Martin Arias, Member	December 2026
Kenia Peraza, Member	December 2028

Source: San Ysidro School District.

## Superintendent and Administrative Personnel

The District Superintendent (the “Superintendent”) is the chief executive officer of the District and is appointed by the Board to manage the day-to-day operations of the District. Dr. Gina Potter serves as the Superintendent. Brief biographical information for the Superintendent and the Chief Business Official of the District is set forth below.

***Gina A. Potter, Ed.D., Superintendent.*** Dr. Potter was appointed Superintendent of the District in May 2018. Prior to her appointment as Superintendent of the District, Dr. Potter served in various capacities at the Lemon Grove School District, including as Deputy Superintendent, Assistant Superintendent of Business Services, and principal. Dr. Potter has served in the education field for approximately 33 years. Dr. Potter earned her Bachelor of Arts in Rhetoric, Political and Legal Discourse, from the University of California at Berkeley. She received her Master’s Degree of Education at the University of California, Los Angeles and her doctoral degree in Educational Leadership from the University of California, San Diego, San Diego State University and California State University San Marcos Joint Doctoral Program.

***Marilyn Adrianzen, Chief Business Official.*** Ms. Adrianzen was appointed as the Chief Business Official of the District in July 2018. Ms. Adrianzen has 28 years of finance and accounting experience, and previously served as the Director of Fiscal Services for two local school districts. Ms. Adrianzen holds a Bachelor of Accountancy from the University of San Diego and a certificate of completion from the San Diego County Office of Education Finance Director and Small District Manager Academy.

## Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units which are to be represented by an exclusive bargaining agent.

The teachers of the District (certificated personnel) are represented by the San Ysidro Education Association (the “SYEA”). The SYEA contract with the District expires on June 30, 2025.

As of June 30, 2024, the District employed 260 full-time equivalent (“FTE”) SYEA certificated employees with a total covered payroll of approximately \$37.0 million and an additional 19 FTE non-SYEA certificated employees. Table 8 below lists the number of FTE certificated employees for the previous five fiscal years.

**Table 8**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Certificated Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of SYEA Employees</b></i>	<i><b>Number of Non-SYEA Employees</b></i>
2019-20	265.5	17
2020-21	235.0	17
2021-22	264.0	17
2022-23	265.0	17
2023-24	260.0	19

Source: The District.

The California School Employees Association (“CSEA”) has been selected as the exclusive bargaining agent for non-teaching (classified) personnel. The current contract with CSEA expires on June 30, 2025.

As of June 30, 2024, the District employed 221 FTE CSEA classified employees with a total covered payroll of approximately \$22.0 million and an additional 9 non-CSEA employees. Table 9 below lists the number of FTE classified employees for the previous five fiscal years.

**Table 9**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Full-Time Equivalent Classified Employees**

<i><b>Fiscal Year</b></i>	<i><b>Number of CSEA Employees<sup>(1)</sup></b></i>	<i><b>Number of Non-CSEA Employees</b></i>
2019-20	208.93	14
2020-21	201.90	13
2021-22	194.72	12
2022-23	217.50	11
2023-24	221.00	9

Source: The District.

## Retirement Systems

*This section contains certain information relating to the Public Employees’ Retirement System (“PERS”) and the State Teachers’ Retirement System (“STRS”). The information is primarily derived from information publicly available from PERS and STRS, their independent accountants and their actuaries. The District has not independently verified the information regarding PERS and STRS and makes no representations nor expresses any opinion as to the accuracy of the information publicly available from PERS and STRS.*

*The comprehensive annual financial reports of PERS and STRS are available on their websites at [www.calpers.ca.gov](http://www.calpers.ca.gov) and [www.calstrs.ca.gov](http://www.calstrs.ca.gov), respectively. The PERS and STRS websites also contain the most recent actuarial valuation reports, as well as other information concerning benefits and other matters. Such information is not incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

**District Contributions to STRS and PERS and Net Pension Liability.** District employees are members of two retirement systems, as described below. Certificated personnel are generally members of STRS and

classified personnel are generally members of PERS. The District's employees and the District are required to make annual contributions to STRS and PERS.

The District's employer contribution to STRS was \$4,436,097, \$5,621,835 and \$5,567,497 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its Second Interim Report for fiscal year 2024-25 (the "2024-25 Second Interim Report"), which projects fiscal year 2024-25 revenues and expenditures based on results through January 31, 2025, the District projects a STRS employer contribution of \$\_\_\_\_\_ in fiscal year 2024-25. The foregoing amounts do not include on-behalf contributions towards STRS made by the State.

The District's employer contribution to PERS was \$2,533,413, \$2,978,227 and \$3,432,906 in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects a PERS employer contribution of \$\_\_\_\_\_.

The District's net pension liability was \$62,061,554 at June 30, 2024, of which \$37,394,909 was attributable to STRS and \$24,666,645 to PERS.

The District's proportionate shares of the net pension liabilities, pension expense and deferred inflow of resources for STRS and PERS and a deferred outflow of resources for STRS and PERS, as of June 30, 2024, are as shown in the following table:

**SPECIFIC PENSION PLAN INFORMATION AS OF JUNE 30, 2024**

<i><b>Pension Plan</b></i>	<i><b>Net Pension Liability</b></i>	<i><b>Deferred Outflows Related to Pensions</b></i>	<i><b>Deferred Inflows Related to Pensions</b></i>	<i><b>Pension Expense</b></i>
STRS	\$ 37,394,909	\$ 15,444,947	\$ (4,166,976)	\$ 5,433,244
PERS	<u>24,666,645</u>	<u>8,535,295</u>	<u>(1,748,126)</u>	<u>3,334,553</u>
Total	<u>\$ 62,061,554</u>	<u>\$ 23,980,242</u>	<u>\$ (5,915,102)</u>	<u>\$ 8,767,797</u>

Source: San Ysidro School District.

For additional information regarding the District's participation in STRS and PERS, see Note M to the District's audited financial statements for fiscal year 2023-24 attached as Appendix B hereto.

The District can make no representations regarding the future program liabilities of STRS or PERS, or whether the District will be required to make additional contributions to STRS and PERS in the future above those amounts currently projected as described below.

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of STRS. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is a multiple-employer defined benefit plan which is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employer, employee or State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of

the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 (“AB 1469”) into law as a part of the State’s fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), by June 30, 2046, by increasing member, K-14 school district and State contributions to STRS. Recent employee (member) contribution rates are set forth in the table below.

**Table 10**  
**MEMBER CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>STRS Members Hired Prior to January 1, 2013</i>	<i>STRS Members Hired After January 1, 2013</i>
July 1, 2014	8.15%	8.150%
July 1, 2015	9.20	8.560
July 1, 2016	10.25	9.205
July 1, 2017	10.25	9.205
July 1, 2018	10.25	10.205
July 1, 2019	10.25	10.205
July 1, 2020	10.25	10.205
July 1, 2021	10.25	10.205
July 1, 2022	10.25	10.205
July 1, 2023	10.25	10.205
July 1, 2024	10.25	10.205

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Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members (the “PEPRA Members”) hired after January 1, 2013 (the “Implementation Date”) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. This adjustment does not apply to members (the “Classic Members”) hired before the Implementation Date. For fiscal year commencing July 1, 2024, the contribution rate will be 10.250% for Classic Members and 10.205% for PEPRA Members, as shown above.

Pursuant to AB 1469, K-14 school districts’ employer contribution rates increased over a seven-year phase-in period in accordance with the schedule set forth in the table below.

**Table 11**  
**K-14 SCHOOL DISTRICT CONTRIBUTION RATES**  
**STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>K-14 School Districts<sup>(1)</sup></i>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

<sup>(1)</sup> Percentage of eligible salary expenditures to be contributed.  
Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' employer contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 ("SB 90") into law as a part of the State's fiscal year 2019-20 Budget. Pursuant to SB 90, the State Legislature appropriated \$2.246 billion to be transferred to the Teacher's Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21, resulting in employer contribution rates of 17.1% in fiscal year 2019-20 and 18.4% in fiscal year 2020-21. In addition, the State made a contribution of \$1.117 billion to be allocated to reduce the employer's share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. This additional payment was reflected in the June 30, 2020 actuarial valuation. Subsequently, the State's fiscal year 2020-21 Budget redirected \$2.3 billion previously appropriated to STRS and PERS pursuant to SB 90 for long-term unfunded liabilities to further reduce the employer contribution rates in fiscal years 2020-21 and 2021-22. As a result, the effective employer contribution rate was 16.15% in fiscal year 2020-21 and 16.92% in fiscal year 2021-22. The employer contribution rate was 19.1% in fiscal years 2022-23 and 2023-24, and is 19.1% in fiscal year 2024-25.

The State also contributes to STRS in an amount equal to 8.328% for fiscal year 2024-25. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. However, the maximum increase or decrease in a given year is limited to 0.5% of payroll under the STRS valuation policy. Once the State has eliminated its share of the STRS' unfunded actuarial obligation, the State contribution will be immediately reduced to the base contribution rate of 2.017% of payroll.

In addition, the State is currently required to make an annual General Fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the “SBPA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

**PERS.** Classified employees working four or more hours per day are members of PERS. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund (“PERF”). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2024 included 1,601 public agencies and 1,336 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for “classified employees,” which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the “Schools Pool”).

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The employer contribution rate was 25.37% in fiscal year 2022-23, 26.68% in fiscal year 2023-24, and 27.05% in fiscal year 2024-25. Classic Members contribute at a rate established by statute, which was 7% in fiscal year 2023-24 and is 7% in fiscal year 2024-25, while PEPRA Members contribute at an actuarially determined rate, which was 8% in fiscal year 2023-24. For the Schools Pool Actuarial Valuation as of June 30, 2024 (the “2024 PERS Actuarial Valuation”), the total normal cost did not change by more than 1% relative to the basis currently in effect, therefore the PEPRA Member contribution rate remains 8% in fiscal year 2024-25. See “—California Public Employees’ Pension Reform Act of 2013” herein.

***State Pension Trusts.*** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. STRS and PERS each maintain a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). The information presented in such financial reports and on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The table below summarizes information regarding the recent actuarially-determined accrued liability for both STRS and PERS (Schools Pool). Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

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**Table 12**  
**Funded Status**  
**STRS (Defined Benefit Program) and PERS (School Pool)**  
**(Dollar Amounts in Millions)<sup>(1)</sup>**  
**Fiscal Years 2016-17 through 2022-23**

<b>STRS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)<sup>(4)</sup></i>	<i>Unfunded Liability (AVA)<sup>(4)(5)</sup></i>
2016-17	\$286,950	\$197,718	\$103,468	\$179,689	\$107,261
2017-18	297,603	211,367	101,992	190,451	107,152
2018-19	310,719	225,466	102,636	205,016	105,703
2019-20	322,127	233,253	107,999	216,252	105,875
2020-21	332,082	292,980	60,136	242,363	89,719
2021-22	346,089	283,340	85,803	257,537	88,552
2022-23	359,741	299,148	85,571	273,155	86,586
<b>PERS</b>					
<i>Fiscal Year</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)<sup>(2)</sup></i>	<i>Unfunded Liability (MVA)<sup>(3)</sup></i>	<i>Value of Trust Assets (AVA)</i>	<i>Unfunded Liability (AVA)</i>
2016-17	\$ 84,416	\$60,865	\$23,551	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2017-18	92,071	64,846	27,225	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2018-19 <sup>(7)</sup>	99,528	68,177	31,351	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2019-20 <sup>(8)</sup>	104,062	71,400	32,662	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2020-21	110,507	86,519	23,988	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2021-22	116,982	79,386	37,596	-- <sup>(6)</sup>	-- <sup>(6)</sup>
2022-23	124,924	84,292	40,632	-- <sup>(6)</sup>	-- <sup>(6)</sup>

(1) Amounts may not sum to totals due to rounding.

(2) Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

(3) Unfunded Liability (MVA) is equal to the Accrued Liability column minus the Value of Trust Assets (MVA) column minus the amount deposited in the Supplemental Benefits Maintenance Account reserve, which is not available to provide benefits under the STRS Defined Benefit Program.

(4) Based on actuarial value of assets.

(5) Unfunded Liability (AVA) is equal to the Accrued Liability column minus the Value of Trust Assets (AVA) column.

(6) Effective with the June 30, 2014 valuation, PERS no longer uses an actuarial valuation of assets.

(7) For fiscal year 2020-21, the State made an additional \$430 million contribution pursuant to Assembly Bill 84/Senate Bill 111 ("AB 84"), which additional contribution did not directly impact the actuarially determined contribution as it was not yet in the Schools Pool by the June 30, 2019 actuarial valuation date. The additional State contribution was treated as an advance payment toward the unfunded accrued liability contribution with required employer contribution rate correspondingly reduced.

(8) For fiscal year 2021-22, the impact of the additional \$330 million State contribution made pursuant to AB 84 was directly reflected in the actuarially determined contribution, because the additional payment was in the Schools Pool as of the June 30, 2020 actuarial valuation date, which served to reduce the required employer contribution rate by 2.16% of payroll.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2007 through June 30, 2022) (the "2024 Experience Analysis"), on January 10, 2024, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2023 (the "2023 STRS Actuarial Valuation"). The payroll growth assumption was decreased to 3.25% from 3.50% due to the projected need for fewer teachers due to projected declining enrollment in the State over the next 20 years, while the following actuarial assumptions remained unchanged since the prior Experience Analysis: (i) long-term investment return (7.0%) and (ii) price inflation (2.75%). Certain demographic assumptions were also updated, including changing the assumed life expectancy



of STRS retirees to more closely reflect recent trends. The 2023 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

The 2023 STRS Actuarial Valuation reports that, based on an actuarial value of assets, the unfunded actuarial obligation decreased by approximately \$1.966 billion since the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2022 (the “2022 STRS Actuarial Valuation”), and the funded ratio increased by 1.50% to 75.9% over such time period. The main reason for the increase in the funded ratio were the expected year-to-year change due to contributions received to pay down the unfunded actuarial accrued liability and the new actuarial assumptions (primarily the mortality assumption change) that were adopted for use in the 2023 STRS Actuarial Valuation. The STRS Board has no authority to adjust rates to pay down the portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990 (the “Unallocated UAO”). There was a small decrease in the surplus (a negative unfunded actuarial obligation) for the Unallocated UAO from \$359 million as of June 30, 2022 to \$356 million as of June 30, 2023.

According to the 2023 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2044 of 100.7%. This finding assumes adjustments to contribution rates in line with the funding plan and STRS Board policies, the future recognition of the currently deferred asset gains, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

On November 7, 2024, STRS released its 2024 Review of Funding Levels and Risks (the “STRS 2024 Review of Funding Levels and Risks”), which is based on the 2023 STRS Actuarial Valuation. The STRS 2024 Review of Funding Levels and Risks notes that funding projections have improved slightly since the completion of the June 30, 2023 actuarial valuation that was presented to the Board in May 2024 in part due to the 8.4% investment return earned by STRS in fiscal year 2023-24, and an increase of 9,000 active members, which contributed to an 8% increase in the payroll of active members.

The key results and findings noted in the STRS 2024 Review of Funding Levels and Risks were that (i) current contribution rates for the State and employers are still projected to be sufficient to allow both the State and the employers to eliminate their share of the STRS unfunded actuarial obligation by 2046; contribution rate increases are not expected to be needed for fiscal year 2025-26, (ii) the State remains well ahead of schedule to eliminate its share of the STRS unfunded actuarial obligation (currently projected to be eliminated in 2027), (iii) the largest risk facing STRS’ ability to reach full funding remains investment-related risk, especially considering the Defined Benefit Program continues to mature, which will increase the system’s sensitivity to investment experience, (iv) the risk that a negative investment return might impact STRS ability to reach full funding is expected to increase once the State fully eliminates its share of STRS unfunded actuarial obligation because of a trigger that will require the State contribution rate to immediately drop to 2.017% potentially limiting STRS ability to react to changing conditions, because once this occurs, the STRS Board would only be able to raise the State contribution rate by 0.5% each year, taking 12 years to simply return to the State contribution rate in place in the prior fiscal year potentially resulting in a situation where the State can no longer eliminate its share of the unfunded liability by 2046, and (v) the ability of the funding plan to allow STRS to reach full funding is dependent on STRS meeting its current actuarial assumptions over the long term; uncertain investment markets and a potential decline in the number of teachers could put pressure on STRS ability to meet some of its long-term assumptions and impact its ability to reach full funding.

The STRS 2024 Review of Funding Levels and Risks notes highlighted risks associated with longevity, the size of active membership and investments. The STRS 2024 review of Funding Levels and Risks notes that, overall, STRS experienced greater mortality than projected under previous assumptions, but it remains uncertain whether the pandemic will continue to impact mortality in the long term. In January 2024 the STRS Board adopted new mortality assumptions that were slightly lower than the data indicated, essentially not fully reflecting the impact of the pandemic. In January of 2024, the STRS Board also adopted a chance to the rate at which the payroll is assumed to increase, from 3.5% to 3.25%, which reflects STRS assumption that the

population of active teachers will decline slowly over time (approximately 5% through 2046). The STRS 2024 Review of Funding Levels and Risks notes that if the active membership declines and the payroll fails to grow as assumed, STRS ability to make progress toward full funding could be at risk. Retirements from active teachers are expected to increase significantly over the next 10 years. Although an increase in retirements does not necessarily impact long term funding, if school districts do not replace teachers who retire in the future, that could result in a reduction in the overall number of teachers and impact STRS ability to reach full funding by 2046. With the anticipated decline in the number of children enrolled in K-12 public schools, the risk that the number of teachers may go down in the future is real and was one of the considerations when the STRS Board lowered the payroll growth assumption. California experienced a significant decline in enrollment in both K-12 public schools and community colleges starting in 2020-21. Total enrollment in K-12 public schools dropped by approximately 310,000, or a 5% reduction, between 2019-20 and 2022-23, while the number of students enrolled at community colleges dropped by 310,000, or a 20% reduction, before increasing by approximately 30,000 in the fall of 2022. In October 2023, the State updated its projection of K-12 enrollments, with the most recent projection anticipating a decline of approximately 11% over the next 10 years and 15% over the next 20 years. If the anticipated reduction in enrolment results in a need for fewer teachers in California, it would impact the number of active teachers who participate in the STRS Defined Benefit Program and ultimately the growth in payroll. One countervailing force that could potentially offset some of the factors listed above would be the reduction of class sizes.

The STRS 2024 Review of Funding Levels and Risks notes that investment volatility and the risk that STRS may not be able to meet its assumed investment return over the long-term remains the greatest risk facing STRS today. The combination of a maturing system and the decreasing timeframe of the funding plan only serves to increase this risk. STRS 2024 Review of Funding Levels and Risks notes that (i) when investment returns are below expectations, the unfunded actuarial obligation increases, requiring additional contributions to bridge the gap, however, the funding plan provides the board limited authority to increase contribution rates for both the State and employers; (ii) the State bears the greatest risk when it comes to investment volatility due to rules set in the funding plan that allocate the largest share of the assets to the state which results in its share of the unfunded actuarial obligation being the most sensitive to investment volatility; (iii) the STRS Board has authority to increase the State's contribution by a maximum of 0.5% of payroll each year with no limit on the maximum rate; however the State contribution rate will be reduced to 2.017% of payroll once the State has eliminated its share of the unfunded liability, and (iv) since the funding plan expires in 2046, after which the STRS Board's authority to adjust contribution rates terminates, the time period over which to fund an existing and new unfunded actuarial obligation is declining each year.

On July 30, 2024, STRS reported a net return on investments of 8.4% for fiscal year 2023-24, ending with the total fund value of \$341.4 billion as of June 30, 2024. The 2023-24 return keeps STRS on track long term, as the 5-, 10-, 20-, and 30-year returns, all surpass the actuarial assumption of 7.0%, during a period of inflation, rising interest rates and geopolitical uncertainty. In its news release reporting the fiscal year 2023-24 investment return, STRS noted that it is ahead of schedule in reaching full funding by 2046.

In recent years, the PERS Board of Administration (the "PERS Board") has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

Over the last several years, the PERS Board has lowered the PERS' rate of expected price inflation and its investment rate of return (net of administrative costs) (the "PERS Discount Rate"). Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise. The PERS Funding Risk Mitigation Policy recently triggered an automatic decrease of 0.2% in the PERS Discount Rate due to the investment return in fiscal year 2020-21, lowering such rate to 6.8%. On April 15, 2024, the PERS Board removed the automatic mechanism to reduce the discount rate and added a provision to the Funding Risk Mitigation Policy to bring an agenda item to the PERS Board for discussion if a funding risk mitigation event occurs.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies included a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on November 17, 2021 (the “2021 Experience Study”), the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.30% per year, (ii) increasing the assumed real wage inflation assumption to 0.5%, which results in a total wage inflation of 2.80%, (iii) increasing the payroll growth rate to 2.80%, and (iv) certain changes to demographic assumptions relating to modifications to the mortality rates, retirement rates, and disability rates (both work and non-work related), and rates of salary increases due to seniority and promotion.

On November 15, 2021, the PERS Board selected a new asset allocation mix through its periodic Asset Liability Management Study that will guide the fund’s investment portfolio for the next four years, retained the current 6.8% discount rate and approved adding 5% leverage to increase diversification. The new asset allocation took effect July 1, 2022 and will impact contribution rates for employers and PEPRAs Members beginning in fiscal year 2022-23.

The 2023 PERS Actuarial Valuation reported that from June 30, 2022 to June 30, 2023 the funded ratio of the Schools Pool decreased by 0.4% (from 67.9% to 67.5%), which was primarily due to salary increases in fiscal year 2022-23 being higher than expected. The 2023 PERS Actuarial Valuation notes that during the time period between the valuation date and the publication of the 2023 PERS Actuarial Valuation, inflation was higher than the expected inflation rate of 2.3% per annum, and since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The average salary increase was 9.8% for members actively employed during the entire year ending June 30, 2023. Total reported payroll in 2022-23 increased by 13.9% over the prior year, compared with 2.8% expected. This change, driven by a combination of active headcount growth and the salary increases, served to reduce the employer contribution rate for 2024-25 by 1.74% of pay as the dollar amount of the unfunded liability

contribution is divided by a larger payroll. Based on final June 30, 2023 assets, the money-weighted investment return for 2022-23 was 6.1%, generating an actuarial investment loss of \$0.6 billion. This loss will be amortized over 20 years with a five-year ramp, increasing the employer contribution rate in 2024-25 by 0.07% of pay. Due to the five-year ramp, this impact will increase each year until it reaches an estimated 0.33% of pay in 2028-29.

On July 15, 2024, PERS reported a preliminary net return on investment of 9.3% for PERF in fiscal year 2023-24. When using the preliminary net return of 9.3% to assess long-term obligations, the overall estimated funded status of the PERF stands at 75%. As of June 30, 2024, assets were valued at \$502.9 billion. The ending value of the PERF for fiscal year 2023-24 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments to retirees, and various investment fees. PERS will review the portfolio's performance in the next few months to determine the final fiscal year returns for 2023-24. The final investment return for fiscal year 2023-24 will be reflected in contribution levels for the State and school district employers in fiscal year 2025-26.

A circular letter published on August 30, 2024 reports that the contribution rate for fiscal year 2025-26 is projected to be 27.4%, the contribution rate for fiscal year 2026-27 is projected to be 27.5%, the contribution rate for fiscal year 2027-28 is projected to be 28.5%, the contribution rate for fiscal year 2028-29 is projected to be 28.2%, and the contribution rate for fiscal year 2029-30 is projected to be 27.8%. The projected contribution rates reflect a preliminary investment return for fiscal year 2023-24 of 9.3% (without reduction for administrative expenses). Further, projected rates reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers. The projections assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits or funding will occur during the projection period. Future contribution requirements may differ significantly. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

In November 2024, PERS released its 2024 Annual Review of Funding Levels and Risk (the "2024 PERS Funding Levels and Risk Report"), which provided a summary of the current funding levels of the system, the near-term outlook for required contributions and risks faced by the system in the near and long-term. The 2024 PERS Funding Levels and Risk Report notes that over the next several years there is the potential for various factors to either further increase required contributions or add additional financial strain on employers and their ability to make required contributions, including inflation and near-term economic turmoil. The 2024 PERS Funding Levels and Risk Report notes that over the last few years, price inflation has been significantly higher than the PERS long-term assumption of 2.3%, which can affect liability measures and investment returns in several ways and which can be difficult to quantify. The most direct impact of high inflation is that retirees can receive higher than expected cost-of-living adjustments and active employees can receive higher than expected salary increases, which could increase actuarial losses in the future. The 2024 PERS Funding Levels and Risk report concludes that, as of June 30, 2023, the PERS Retirement System had experienced a couple of years of investment returns below the expected return of 6.8%, and actuarial losses primarily due to high inflation which resulted in unexpected cost of living adjustments for retirees and higher than expected member pay increases. The foregoing resulted in increased employer contributions along with further increases forecasted for the near future. Despite the strong investment return for the fiscal year ending June 30, 2024, the 2024 PERS Funding Levels and Risk Report notes that employer contributions are currently at relatively high levels due to large amounts of unfunded accrued liability and uncertainty within the economy suggests possible economic turmoil in the near future. The 2024 PERS Funding Levels and Risk Report concludes that the ability of employers to continue making required contributions to the system is the area of greatest concern.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

***California Public Employees' Pension Reform Act of 2013.*** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes

changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For PEPPRA Members, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increasing the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

### **Post-Employment Benefits**

The District provides post-employment health care benefits, in accordance with the District’s employment contracts, to all employees who retire from the District on or after attaining a certain age with certain years of service (the “District OPEB Plan”). All employees who retire from the District will receive these benefits upon attaining the age of 55 with 15 years of service. For eligible certificated employees and eligible management, confidential and supervisory employees, the District pays 100% of the retiree medical coverage costs. For eligible classified employees, the District pays 100% of the retiree medical coverage costs. Retirees pay 100% of the cost of any spouse or dependent coverage. A retiree will receive these health care benefits to the end of the month in which the retiree turns 65. Expenditures for post-employment benefits are recognized by the District on a pay-as-you-go basis, as retirees report claims paid. As of June 30, 2024, 46 retired employees and beneficiaries were receiving post-employment benefits and 0 inactive plan members were entitled to but not yet receiving such benefits.

Beginning with its fiscal year ending June 30, 2009, the District was required to comply with GASB Statement 45 relating to the District OPEB Plan, which required the District to recognize the expenses and related liabilities and assets for any post-employment benefits provided by the District in its government-wide financial statements of net assets and activities. The District was required to conduct a report on its unfunded actuarial liability every two years with respect to its post-employment benefits.

In June 2015, GASB issued Statement 75, which replaced the requirements under the GASB Statement 45. The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of Statement 75 is to improve accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or “OPEB”). Statement 75 also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. Statement 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

More specifically, Statement 75 requires the liability of employers to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s

fiduciary net position. Statement 75 requires the recognition of the total OPEB liability in the Statement of Net Position.

The District's most recent actuarial valuation report for the District OPEB Plan, dated November 4, 2024 for the fiscal year ending June 30, 2024 (the "Valuation Report"), reflects the application of GASB Statement 75. Based on such actuarial valuation report, the total liability for the District OPEB Plan was \$16,017,716 as of the June 30, 2024 measurement date. This amount represented the present value of all benefits projected to be paid by the District for current and future retirees.

The District recognizes the post-employment health care benefits on a pay-as-you-go basis. The most recent actuarial valuation report for the District OPEB Plan did not provide an actuarially determined contribution for the District OPEB Plan (i.e. a contribution amount that is projected to fully fund the District OPEB Plan over a period of amortization). The District recognized an OPEB expense of \$1,103,866 for fiscal year 2023-24. The changes in net District OPEB Plan liability as of June 30, 2024, are shown in the following table:

<i><b>Total District OPEB Plan Liability</b></i>	<i><b>June 30, 2024</b></i>
Service Cost	\$ 779,743
Interest on Total OPEB Liability	701,010
Change of benefit terms	0
Changes in assumptions	(1,619,339)
Differences between expected and actual experience	(15,360)
Benefit Payments	<u>(372,690)</u>
<b>Net Change in OPEB Liability</b>	<b><u>\$ (526,636)</u></b>
<b>Total OPEB Liability, Beginning</b>	<b><u>\$16,544,352</u></b>
<b>Total OPEB Liability, Ending</b>	<b><u>\$16,017,716</u></b>

Source: San Ysidro School District's Valuation Report.

See Note N to the District's Audited Financial Statements for fiscal year 2023-24 attached as Appendix B hereto.

## **Insurance**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The District currently receives property and liability insurance coverage through Southern California Regional Liability Excess Fund (SC ReLiEF), a non-profit member-owned and operated Joint Powers Authority. Settled claims have not exceeded this commercial coverage in any of the past three years. The District receives its workers' compensation insurance through Protected Insurance Program for Schools (P.I.P.S) Joint Power Authority.

## **Cybersecurity**

The District, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the District is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the District's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, there has been one significant cyber-attack on the District's computers and technologies. In 2017, the District experienced an attack on its computer operating systems which resulted in several of the District's computers being infected with a virus. In response to the attack, the District worked with Vector USA, a cybersecurity firm, to quarantine the affected devices and remove the infection. As a result of the cyber-attack, the District implemented new cybersecurity measures including

contracting with Vector USA for computer protection, purchasing a new antivirus system, scanning all computers, hardening servers and reviewing network security. Additionally, the District carries cybersecurity insurance through Chubb.

While the District is routinely maintaining its technology systems and regularly implementing new information security controls, no assurances can be given that the District's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the District's computer and technology system could negatively impact the District's operations, and the costs related to such attacks could be substantial.

## **DISTRICT FINANCIAL MATTERS**

### **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts.

The District generally adopts the Government Accounting Standards Board Statements for its financial reporting. Changes to the GASB Statements can result in changes in accounting principles which impact the District's financial reporting and results. See Note A.13 to the District's June 30, 2024 Financial Statements set forth in Appendix B hereto.

### **District Budget**

The District is required by provisions of the California Education Code to maintain each fiscal year a balanced budget in which the sum of projected expenditures cannot exceed the projected revenues plus the ending fund balance from the previous year. The California State Department of Education (the "Department") imposes a uniform budgeting format for each school district in the State.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent of Schools (the "County Superintendent") within five days of adoption or by July 1, whichever occurs first. The budget is only readopted if it is disapproved by the County Superintendent, or as needed.

Upon receipt of an adopted budget, the County Superintendent will (a) examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, (b) determine if the adopted budget allows the district to meet its current obligations, (c) determine if the adopted budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments, (d) determine whether the adopted budget includes the expenditures necessary to implement the local control and accountability plan or annual update thereto, and (e) determine whether the adopted budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties. On or before September 15, the County Superintendent will approve, conditionally approve or disapprove the adopted budget for each school district.

If the County Superintendent determines that the adopted budget does not satisfy one or more of the requirements set forth in the preceding paragraph, the County Superintendent shall transmit recommendations regarding revisions to the adopted budget to the school district and the reasons therefor. The County Superintendent may assign a fiscal adviser to assist the school district to develop a budget in compliance with those revisions. In addition, the County Superintendent may appoint a committee to examine and comment on the review and recommendations, subject to the requirement that the committee report its findings to the County Superintendent no later than September 20.

If the adopted budget of a school district is conditionally approved or disapproved by the County Superintendent, on or before October 8, the governing board of the school district, in conjunction with the County Superintendent, shall review and respond to the recommendations of the County Superintendent at a regular meeting of the governing board of the school district. The response shall include any revisions to the adopted budget and other proposed actions to be taken, if any, as a result of those recommendations.

No later than October 22, the County Superintendent must notify the State Superintendent of Public Instruction (the “State Superintendent”) of all school districts whose budget has been disapproved.

Upon receipt of a revised budget, the County Superintendent must determine whether the revised budget conforms to the standards and criteria applicable to final district budgets. If the revised budget is disapproved, the County Superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1, unless the governing board of the school district and the County Superintendent agree to waive the requirement that a budget review committee be formed and the Department approves the waiver after determining that a budget review committee is not necessary.

If a budget review committee is appointed and recommends approval of the adopted budget, the County Superintendent shall accept the recommendation of the committee and approve the adopted budget.

If the budget review committee disapproves the adopted budget, the governing board of the school district, not later than five working days after the receipt of the report from the budget review committee, may submit a response to the State Superintendent, including any revisions to the adopted budget and any other proposed actions to be taken as a result of the budget review committee’s recommendations. Based upon these recommendations and any response thereto provided by the governing board of the school district, the State Superintendent shall either approve or disapprove the revised budget. If the State Superintendent disapproves the budget, they shall notify the governing board of the school district in writing of the reasons for that disapproval and, until the County Superintendent certifies the school district’s First Interim Financial Report (as described below), the County Superintendent shall undertake the actions set forth in Education Code section 42127.3.

Upon the grant of a waiver from the requirement to form a budget review committee, the County Superintendent immediately has the authority and responsibility provided in Section 42127.3. Upon approving a waiver of the budget review committee, the Department shall ensure that a balanced budget is adopted for the school district by December 31. If no budget is adopted by December 31, the State Superintendent may adopt a budget for the school district. The State Superintendent shall report to the State Legislature and the Director of Finance of the State Department of Budget and Finance by January 10 if any school district, including a school district that has received a waiver of the budget review committee process, does not have an adopted budget by December 31. This report shall include the reasons why a budget has not been adopted by the deadline, the steps being taken to finalize budget adoption, the date the adopted budget is anticipated, and whether the State Superintendent has or will exercise their authority to adopt a budget for the school district.

Not later than November 8, the County Superintendent shall submit a report to the State Superintendent identifying all school district for which budgets have been disapproved or budget review committees waived.

Until a district’s budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

After approving the districts’ budgets, the County Superintendent will monitor, throughout the fiscal year, each school district under their jurisdiction pursuant to its adopted budget to determine on a continuing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial



obligations, the County Superintendent must so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, also after consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At a minimum, school districts file with their County Superintendent and the Department a First Interim Financial Report by December 15 covering financial operations from July 1 through October 31 and a Second Interim Financial Report by March 15 covering financial operations from July 1 through January 31. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report covering financial operations from July 1 through April 30 by June 1. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year on June 30, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the Department.

The District has received both positive and qualified certifications on its budgets and interim reports over the past five years, although the District has received only positive certifications on its more recent reports, beginning with the Second Interim Report for fiscal year 2020-21 and continuing all the way through the 2023-24 Second Interim Report. See "—District's Recent Financial History" for a discussion of the financial issues affecting the District over the past several years.

Pursuant to State law, the District adopted its General Fund budget for fiscal year 2024-25 (the "2024-25 Adopted Budget") on June 20, 2024. See "DISTRICT FINANCIAL MATTERS—Current Financial Condition" and "STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget."

## **State Funding of Education**

School district revenues consist primarily of appropriated State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

**Local Control Funding Formula.** State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as part of the fiscal year 2013-14 State budget, established a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49).

The primary component of AB 97, as amended by SB 91, is the implementation of the Local Control Funding Formula ("LCFF"), which replaced the prior revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations are now provided on the basis of target base funding grants (a "Base Grant") per unit of average daily attendance ("ADA") assigned to each of four grade spans. Each Base Grant is subject to certain adjustments and add-ons, as discussed below. Full implementation of the LCFF occurred over a period of eight fiscal years. In each year, an annual transition adjustment was calculated for each school district, equal to such district's proportionate share of appropriations

included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The Base Grants per unit of ADA for each grade span, as of the first year of the LCFF's implementation, were as follows: (i) \$6,845 for grade K-3; (ii) \$6,947 for grades 4-6; (iii) \$7,154 for grades 7-8; and (iv) \$8,289 for grades 9-12. During the implementation period of the LCFF, the Base Grants were adjusted for cost of living adjustments ("COLAs") by applying the implicit price deflator for government goods and services. The provision of COLAs is currently subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades TK-3 must maintain an average class enrollment of 24 or fewer students in grades TK-3 at each school site in order to continue receiving the adjustment to the TK-3 Base Grant. The District is satisfying the class enrollment criteria in fiscal year 2024-25. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The Base Grants for grades TK-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.

The LCFF also provides additional add-ons to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13. The State budget for fiscal year 2021-22 also implemented a plan to expand the LCFF to include Transitional Kindergarten (TK) to all four-year olds. This plan is expected to phase in cohorts of TK students over a four-year period, concluding in fiscal year 2025-26. As a result, school districts that serve TK students will be eligible to receive an add-on equal to \$3,077, multiplied by such district's second principal reporting period ADA for TK students for the current fiscal year. Beginning in fiscal year 2023-24, this add-on is subject to COLA adjustments to the same degree as LCFF Base Grants. For fiscal year 2024-25, the District's ADA consists of \_\_\_\_ TK students.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals and are therefore not discussed herein separately). AB 97 authorizes a supplemental grant add-on (each, a "Supplemental Grant") is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 65% of the applicable Base Grant multiplied by the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold. The District does qualify for a Concentration Grant.

Table 13 below shows a breakdown of the District’s ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2020-21 through 2024-25.

**TABLE 13**  
**ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE**  
**Fiscal Years 2020-21 through 2024-25**  
**San Ysidro School District**

<i>Fiscal Year</i>	<i>Average Daily Attendance<sup>(1)</sup></i>				<i>Enrollment<sup>(2)</sup></i>	
	<i>K-3</i>	<i>4-6</i>	<i>7-8</i>	<i>Total ADA</i>	<i>Total Enrollment<sup>(2)</sup></i>	<i>% of EL/LI Enrollment</i>
2020-21 <sup>(3)</sup>	1,800.71	1,420.72	981.67	4,203.10	4,419	85.50%
2021-22	1,646.54	1,343.73	853.78	3,844.04	4,264	83.00
2022-23	1,681.28	1,335.01	852.59	3,868.88	4,260	82.40
2023-24	1,669.74	1,339.65	852.28	3,862.67	4,204	81.61
2024-25	1,693.92	1,344.99	828.82	3,867.73	4,144	85.98

<sup>(1)</sup> Reflects the District’s ADA as reported during the Second Principal Apportionment period (“P-2 ADA”).

<sup>(2)</sup> As of October report submitted to the California Basic Educational Data System (CBEDS). For purposes of calculating Supplemental and Concentration Grants, a school district’s percentage of unduplicated EL/LI students is based on a rolling average of such district’s EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years. Estimated for fiscal year 2023-24.

<sup>(3)</sup> ADA in fiscal year 2020-21 reflects the application of the hold-harmless provisions of State Executive Order N-26-20.

Source: San Ysidro School District.

Prior to fiscal year 2022-23, the sum of a school district’s adjusted Base, Supplemental and Concentration Grants was multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). The 2022-23 State budget amended the LCFF calculation to allow the sum of a school district’s adjusted Base, Supplemental and Concentration Grants to be multiplied by such district’s P-2 ADA for the current year, prior year or average of three prior years, whichever is greater. The funding amount generated by this calculation, together with any applicable ERT or categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

**Basic Aid or Community Funded Districts.** Certain school districts, known as “basic aid” or “community funded” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as a basic aid district.

**Accountability.** Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students. Such regulations also detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually with a three-year plan, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has adopted a template LCAP for use by school districts.

***Support and Intervention.*** AB 97, as amended by SB 91, established a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP. The District has updated its LCAP through fiscal year 2024-25. See “STATE OF CALIFORNIA FISCAL ISSUES—2024-25 State Budget—LCAPs.”

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on their behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

***Other State Sources.*** In addition to State allocations determined pursuant to the LCFF, the District receives other State revenues consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

***Other Sources.*** The federal government provides funding for several school district programs, including specialized programs such as the Every Student Succeeds Act, special education programs, and programs under the Educational Consolidation and Improvement Act. In addition, a portion of a school district’s budget is from local sources other than property taxes, including but not limited to interest income, leases and rentals, educational foundations, donations and sales of property.

## Historical General Fund Financial Information

Table 14 below summarizes the District's Statement of General Fund Revenues, Expenditures and Changes in Fund Balance for fiscal years 2019-20 through 2023-24. The figures in Table 14 below are taken from the District's audited financial statements for fiscal years 2019-20 through 2023-24. See APPENDIX B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" for further detail on the District's financial condition as of June 30, 2024.

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**Table 14**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of General Fund Revenues, Expenditures and Changes in Fund Balance**

	<i>Audited 2019-20</i>	<i>Audited 2020-21</i>	<i>Audited 2021-22</i>	<i>Audited 2022-23</i>	<i>Audited 2023-24</i>
<b>SOURCES</b>					
LCFF Sources	\$ 49,266,048	\$ 46,332,407	\$ 49,737,761	\$ 55,001,255	\$ 7,326,597
Federal Sources	3,855,758	9,606,538	9,806,560	11,827,249	5,290,742
Other State Revenues	5,623,166	8,534,028	10,037,141	21,341,865	17,050,968
Interest	138,268	122,357	117,967	354,294	928,671
Fair Market Value Adjustment <sup>(1)</sup>	-	-	(434,756)	(296,100)	299,412
Other Local Revenue	<u>3,478,537</u>	<u>3,648,090</u>	<u>3,718,055</u>	<u>5,454,344</u>	<u>2,283,269</u>
Total Revenues	\$ 62,361,777	\$ 68,243,420	\$ 72,982,728	\$ 93,682,907	\$ 83,179,659
<b>EXPENDITURES</b>					
Instruction	\$ 40,124,062	\$ 41,751,942	\$ 44,306,847	\$ 52,824,605	\$ 56,094,376
Instruction – Related Services	4,656,996	4,543,120	5,130,291	5,904,181	6,331,019
Pupil Support Services	4,619,206	4,589,498	5,023,410	5,815,984	7,178,917
Ancillary Services	25,498	-	-	-	107,686
General Administration	4,837,557	6,176,376	5,561,151	6,904,254	7,588,165
Plant Services	5,595,050	6,034,166	6,563,075	7,100,688	8,103,196
Other Outgo	185,083	887,621	64,457	105,891	113,190
Capital Outlay	279,121	80,368	946,360	3,834,340	2,101,906
Debt Service	<u>1,202,462</u>	<u>12,051,759<sup>(2)</sup></u>	<u>1,013,471</u>	<u>466,187</u>	<u>226,600</u>
Total Expenditures	\$ 61,525,035	\$ 76,114,850	\$ 68,609,062	\$ 82,922,130	\$ 87,845,055
Excess of (Deficiency) of Revenues Over Expenditures	<u>836,742</u>	<u>(7,871,430)</u>	<u>4,373,666</u>	<u>10,690,777</u>	<u>(4,665,396)</u>
<b>OTHER FINANCING SOURCES</b>					
Transfers In/Positive Sources	\$ 46,535	\$ -	\$ 20,062	\$ -	\$ 54,637
Transfers Out/Negative Sources	(24,820)	-	-	-	-
Proceeds from Debt Issuance	-	17,228,310 <sup>(3)</sup>	-	-	301,788
Other Sources	-	-	-	845,500	-
Total Other Financing Sources (uses)	<u>\$ 21,715</u>	<u>\$ 17,228,310</u>	<u>\$ 20,062</u>	<u>\$ 845,500</u>	<u>\$ 356,425</u>
Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Uses	\$ 858,457	\$ 9,356,880	\$ 4,393,728	\$ 11,536,277	\$ (4,308,971)
Fund Balance (Deficit), July 1	<u>\$ 2,630,051</u>	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,395</u>
Fund Balance (Deficit), June 30	<u>\$ 3,488,508</u>	<u>\$ 12,845,389</u>	<u>\$ 17,239,117</u>	<u>\$ 28,775,394</u>	<u>\$ 24,466,424</u>

<sup>(1)</sup> Fair market value adjustments due to GASB Statement No. 31, which requires cash in the treasury to be reported at fair market value. Fiscal year 2021-22 was the first year in which the District was required to make such an adjustment.

<sup>(2)</sup> Increase primarily from the prepayment of the District's 2012 Certificates of Participation (School Facilities Project).

<sup>(3)</sup> Represents the proceeds from the District's 2021 Certificates of Participation, a portion of which were used to prepay the District's 2012 Certificates of Participation (School Facilities Project).

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

Table 15 below compares the District's General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2022-23 and its General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2023-24.

**Table 15**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of General Fund Budgeted to General Fund Revenues and**  
**Expenditures for Fiscal Years 2022-23 and 2023-24**

	<i>2022-23</i>		<i>2023-24</i>	
	<i>Budget</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual</i>
<b>Revenues</b>				
LCFF Sources	\$ 54,993,017	\$ 55,001,255	\$ 57,629,729	\$ 57,326,597
Federal Revenue	15,439,022	11,827,249	7,337,714	6,370,672
Other State Revenue	20,693,022	21,400,059	11,574,660	15,971,038
Other Local Revenue	4,679,488	5,454,344	4,170,036	3,511,352
Total Revenues	\$ 95,804,549	\$ 93,682,907	\$ 80,712,139	\$ 83,179,659
<b>Expenditures</b>				
Certificated Salaries	\$ 36,810,718	\$ 31,158,490	\$ 29,016,722	\$ 30,644,792
Classified Salaries	15,847,681	13,126,554	14,188,670	15,037,827
Employee Benefits	21,081,969	18,293,255	19,148,418	21,015,507
Books and Supplies	7,360,281	4,538,316	11,139,246	2,916,596
Services and Other Operating Expenditures	20,666,602	12,107,875	25,725,729	15,968,365
Other Outgo	120,000	105,891	--	113,190
Direct Support/Indirect Costs	(153,705)	(151,581)	(201,946)	(179,728)
Capital Outlay	5,715,678	3,347,143	1,974,720	2,101,906
Debt Service				
Principal	271,000	372,736	271,000	190,299
Interest	--	93,451	--	36,301
Total Expenditures	\$ 107,720,224	\$ 82,992,130	\$ 101,262,559	\$ 87,845,055
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (11,915,675)	\$ (10,690,777)	\$ (20,550,420)	\$ (4,665,396)
<b>Other Financing Sources</b>				
Transfers In/Positive Sources	\$ --	\$ --	\$ 29,126	\$ 356,425
Transfers Out/Negative Sources	--	--	--	--
Other Sources	--	845,500	--	--
Total Other Financing Sources and Uses	\$ --	\$ 845,500	\$ 29,126	\$ 356,425
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	\$ (11,915,675)	\$ (11,536,277)	\$ (20,521,294)	\$ (4,308,971)
Fund Balances, July 1	\$ 17,239,117	\$ 17,239,117	\$ 28,775,395	\$ 28,775,395
Fund Balances, June 30	\$ 5,323,442	\$ 28,775,394	\$ 8,254,101	\$ 24,466,424

Source: San Ysidro School District adopted budget for fiscal years 2022-23 and 2023-24; Audited Financial Statements for fiscal years 2022-23 and 2023-24.

Table 16 below sets forth the District's General Fund balance sheet for the 2019-20 through 2023-24 fiscal years.

**Table 16**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Summary of Combined General Fund Balance Sheet**

	<i>Audited</i> <i>2019-20</i>	<i>Audited</i> <i>2020-21</i>	<i>Audited</i> <i>2021-22</i>	<i>Audited</i> <i>2022-23</i>	<i>Audited</i> <i>2023-24</i>
<b>Assets</b>					
Cash and Investments	\$ 3,634,984	\$ 5,548,651	\$ 16,358,087 <sup>(1)</sup>	\$ 25,368,499 <sup>(1)</sup>	\$ 26,819,620 <sup>(1)</sup>
Accounts Receivable	4,489,916	11,355,693	3,334,015	8,119,032	2,664,878
Due from Other Funds	<u>821,344</u>	<u>1,099,484</u>	<u>1,341,994</u>	<u>1,532,949</u>	<u>255,966</u>
Total Assets	\$ 8,946,244	\$ 18,003,828	\$ 21,034,096	\$ 35,020,480	\$ 29,740,464
<b>Liabilities and Fund Equity</b>					
<b>Liabilities</b>					
Accounts Payable	\$ 1,681,996	\$ 2,049,442	\$ 2,638,191	\$ 3,495,596	\$ 3,212,808
Due to Other Funds	3,324,629	1,540,485	38,161	95,682	1,538,132
Unearned Revenue	<u>451,111</u>	<u>1,568,512</u>	<u>1,118,627</u>	<u>2,653,808</u>	<u>523,100</u>
Total Liabilities	\$ 5,457,736	\$ 5,158,439	\$ 3,794,979	\$ 6,245,086	\$ 5,274,040
<b>Fund Balances</b>					
Nonspendable	\$ 68,433	\$ 68,433	\$ 68,433	\$ 88,433	\$ 88,433
Restricted Fund Balances	684,547	9,047,017	12,133,444	25,252,714	21,158,059
Assigned Fund Balances	-	1,445,256	2,973,696	937,357	337,031
Unassigned:	<u>2,735,528</u>	<u>2,284,683</u>	<u>2,063,544</u>	<u>2,496,890</u>	<u>2,882,901</u>
Total Fund Balance	\$ 3,488,508	\$ 12,845,389	\$ 17,239,117	\$ 28,775,394	\$ 24,466,424
Total Liabilities and Fund Balances	<u>\$ 8,946,244</u>	<u>\$ 18,003,828</u>	<u>\$ 21,034,096</u>	<u>\$ 35,020,480</u>	<u>\$ 29,740,464</u>

<sup>(1)</sup> Increase from fiscal year 2020-21 is primarily the result of one-time State and federal Covid-19 pandemic related funds.

Source: San Ysidro School District Audited Financial Statements for fiscal years 2019-20 through 2023-24.

### District's Recent Financial History and FCMAT Audit

On May 24, 2016, the San Diego County Grand Jury released a report (the "2016 Grand Jury Report") of its investigation into the District's indebtedness. Among other things, the 2016 Grand Jury Report concluded that the District lacked internal fiscal controls and record retention/destruction of document policies, that former District administrators withheld information from the Board on issues related to expenditures and bond obligations and that members of the Board disregarded their fiduciary responsibility to the District's community by improper governance and failing to hold administrators accountable for complying with laws, regulations and Board policies.

On June 8, 2018, the State Financial Crisis and Management Assistance Team ("FCMAT") released a report after it conducted an extraordinary audit of the District's finances (the "2018 Audit"). The 2018 Audit concluded that the District lacked sufficient internal controls to prevent fraud and that it was likely that the District's former Superintendent and former Deputy Superintendent defrauded the District by misappropriating District funds for their own use. The 2018 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

On June 8, 2019, FCMAT released a report after it conducted an extraordinary audit of the District's finances between fiscal year 2012-13 and 2017-18 with an emphasis on contracts and payments to vendors connected to school construction and modernization (the "2019 Audit"). The 2019 Audit concluded that there was sufficient evidence to demonstrate that fraud, misappropriation of funds and/or assets, or other illegal activities may have occurred at the District during the period covered by the 2019 Audit. The 2019 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney



be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

Beginning in May 2020, FCMAT performed a fiscal health risk analysis (the “2020 FCMAT Analysis”) that ran through November 2020 and was based on the District’s fiscal year 2019-20 Second Interim Report. The 2020 FCMAT Analysis indicated that the District is at high risk of insolvency and identified fiscal weaknesses and areas of concern that contribute to the District’s fiscal distress. FCMAT presented the 2020 FCMAT Analysis to the Board on November 12, 2020, identifying seven major areas of concern. During the presentation to the Board, FCMAT noted that several of its areas of concern had been addressed by the District’s fiscal year 2019-20 Third Interim Report and that the District had committed to correct the remaining areas of concern over the next few fiscal years.

The District has taken a number of actions to address the internal, structural and financial issues that it has experienced in recent years. In 2018, the District replaced several members of its senior staff, including its Superintendent, Chief Business Official and Accounting Supervisor, and retained new general counsel. Also, new Board members have been elected to replace prior Board members who were in office when the transactions that were the focus of the 2016 Grand Jury Report and the 2018 Audit and 2019 Audit had occurred. As a result of these actions, all District personnel who were identified in the 2016 Grand Jury Report, the 2018 Audit and the 2019 Audit are no longer affiliated with the District. In addition, the District has been working closely with the San Diego County Office of Education to monitor its financial condition and to prepare its budgets.

In an effort to reverse the declining fund balance in its General Fund that began in fiscal year 2017-18, the Board approved budget reduction plans for fiscal years 2019-20 and 2020-21 on February 21, 2019 and January 23, 2020, respectively, that reduced expenditures by approximately \$5 million in fiscal year 2019-20 and by approximately \$3 million in fiscal year 2020-21. The fiscal year 2020-21 budget reduction plan included hiring freezes and layoffs of both certificated and classified staff, which reduced expenditures by approximately \$2 million and certificated management, classified management and classified confidential employees agreed to take furlough days in fiscal year 2020-21, which helped the District reduce expenditures by an additional \$200,000. The District also adopted a budget reduction plan for fiscal year 2023-24, which reduced expenditures by approximately \$3.0 million, and included savings from a Supplementary Retirement Plan offered to certain employees, a shift in expenditures from the General Fund unrestricted budget to various grant programs, and a possible hiring freeze on vacant positions and layoffs. On January 25, 2024, the District adopted a budget reduction plan for fiscal years 2024-25 and 2025-26 which, if fully implemented, would reduce General Fund expenditures by approximately \$4.3 million. These potential expenditure reductions are reflected in the 2024-25 Second Interim Report. Because of its actions in recent years, the District believes that it has stabilized its finances.

### **Current Financial Condition**

The District’s financial condition is closely linked to the finances of the State and the State’s finances are affected by the health of the State and national economies. In recent years the State has had budget surpluses and funding to K-12 schools has increased, including in the initial years following the onset of the COVID-19 pandemic. However, in the 2024-25 Budget and the Proposed 2025-26 Budget (both as defined below), the State projects that it will operate at a budget deficit for the next several fiscal years. Future budget decisions by the State could have an adverse impact on the District’s financial condition which could be material. See “STATE OF CALIFORNIA FISCAL ISSUES.

Table 17 below contains the difference between the District’s 2024-25 Adopted Budget and the 2024-25 Second Interim Report.

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**Table 17**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Comparison of 2024-25 Adopted Budget to 2024-25 Second Interim Report**

	<i>2024-25 Adopted Budget</i>	<i>2024-25 Second Interim Report</i>	<i>Difference Between 2024-25 Budget and 2024-25 Second Interim Report</i>
<b>SOURCES</b>			
State Apportionment Sources	\$ 56,659,868	\$	
Federal Revenue	2,855,080		
Other State Revenue	16,213,281		
Other Local Revenue	<u>2,934,525</u>		
Total Revenues	\$ 78,662,754	\$	
<b>EXPENDITURES</b>			
Certificated Salaries	\$ 28,659,058	\$	
Classified Salaries	12,353,531		
Employee Benefits	19,003,212		
Books and Supplies	2,211,376		
Contracted Services & Operating Expenditures	16,473,186		
Capital Outlay	--		
Other Outgo (excluding Transfers of Indirect Costs)	271,000		
Other Outgo – Transfer of Indirect Costs	<u>(359,150)</u>		
Total Expenditures	\$ 78,612,211	\$	
Excess of Revenues over (Under) Expenditures	\$ 50,543	\$	()
<b>OTHER FINANCING SOURCES</b>			
Transfers In	\$ --	\$	
Transfers Out	<u>--</u>	<u>                    </u>	
Total Other sources (uses)	\$ --	\$	
Net Increase (Decrease) in Fund Balance	\$ 50,543	\$	()
Fund Balance (Deficit), July 1	\$ 24,255,211	\$	
Fund Balance (Deficit), June 30	\$ 24,305,754	\$	

Source: San Ysidro School District 2024-25 Adopted Budget and 2024-25 Second Interim Report.

In the 2024-25 Second Interim Report, the District projects that General Fund expenditures, together with interfund transfers, will exceed revenues in fiscal year 2024-25 by approximately \$\_\_\_ million, but that General Fund revenues, together with interfund transfers, will exceed expenditures in fiscal years 2025-26 and 2026-27 by approximately \$\_\_\_ million and \$\_\_\_ million, respectively. In the aggregate, the District projects in the 2024-25 Second Interim Report that General Fund expenditures, together with interfund transfers, will exceed revenues by approximately \$\_\_\_ million through June 30, 2027 leaving a projected General Fund balance of \$\_\_\_\_\_ as of that date.

[The 2024-25 Second Interim Report assumes that the District’s ADA will decline in each of fiscal years 2025-26 and 2026-27.] An increase in ADA generally increases the District’s funding from the State, and a decrease in ADA generally decreases the District’s funding from the State. If required, the District has a variety of cost-cutting measures that it can implement in order to reduce General Fund expenses in future fiscal years.

State law requires the District to maintain a reserve for economic uncertainty equal to at least 3.00% of General Fund expenditures and other financing uses. The District is also required to demonstrate that available reserves for each of the next two fiscal years will equal or exceed the required amount. [In the 2024-25 Second Interim Report, the District projects a reserve for economic uncertainty of 3.00% as a percentage of expenditures and other financing uses in each of fiscal years 2024-25, 2025-26 and 2026-27.]

Under SB 858 (as defined below), and SB 751 (as defined below), the District’s future reserves may be capped in certain fiscal years. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2” and “STATE OF CALIFORNIA FISCAL ISSUES — General Overview — *School Reserves*.” As the reserve cap provisions of SB 858 and SB 751 are dependent upon State budget actions, the District cannot predict the fiscal years in which the cap may apply.

For several fiscal years prior to fiscal year 2013-14 and in fiscal years 2016-17, 2019-20 and 2020-21, the State deferred the payment of certain revenues due to school districts to the following fiscal year. In accordance with State accounting standards, the District applies a modified accrual method of accounting and, accordingly, Tables 14 through 17 do not reflect any deferral of revenues to future fiscal years.

The District did not issue tax and revenue anticipation notes in fiscal year 2024-25 and does not currently expect to issue tax and revenue anticipation notes in fiscal year 2025-26, although the District is authorized to borrow funds from the County Treasurer and Tax Collector on a short-term basis to the extent required to meet its cash flow needs. See “DISTRICT DEBT STRUCTURE — Short-Term Debt” herein.

## **Revenue Sources**

The District categorizes its General Fund revenues into four sources: (1) state apportionment funding under the LCFF; (2) federal sources; (3) other State sources; and (4) other local sources. Each of these revenue sources is described below.

### **State Apportionment Funding**

For fiscal years 2021-22, 2022-23 and 2023-24, the District received \$49,737,761, \$55,001,255 and 57,326,598 respectively, from LCFF sources, representing approximately 67.9%, 68.2% and 68.1%, respectively, of its General Fund revenues. In its 2024-25 Second Interim Report, the District projects receipt of \$\_\_\_\_\_ from LCFF sources in fiscal year 2024-25, representing approximately \_\_\_% of its budgeted General Fund Revenues for such fiscal year.

## **Federal Revenues**

The federal government provides funding for several District programs to include Title I, Part A (Basic Grants Low-Income and Neglected), Title II, Part A (Supporting Effective Instruction), Title III (Immigrant and English Learner Student Program), Title IV, Part A (Student Support and Academic Enrichment Program), and several federally funded special education programs, programs under the Educational Consolidation and Improvement Act. The federal revenues, all of which are restricted, comprised approximately 13.4%, 13.4% and 7.6% of General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that federal revenues will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other State Sources**

In addition to State apportionment funding discussed above, the District receives other State revenues (“Other State Revenue”). In fiscal years 2021-22, 2022-23 and 2023-24, Other State Revenue equaled approximately 13.8%, 22.9% and 15.8%, respectively, of total General Fund revenues. In its 2024-25 Second Interim Report, the District projects that Other State Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund revenues for fiscal year 2024-25.

## **Other Local Revenue**

In addition to property taxes, the District receives additional local revenue (“Other Local Revenue”) from items such as the leasing of property owned by the District, interest earnings and local grants. This Other Local Revenue (including tuition and transfers) equaled approximately 4.7%, 5.8% and 8.6% of the total General Fund revenues in fiscal years 2021-22, 2022-23 and 2023-24, respectively. In its 2024-25 Second Interim Report, the District projects that Other Local Revenue will comprise approximately \_\_\_\_% of its budgeted General Fund Revenues for fiscal year 2024-25.

## **Capital Projects Funds**

The District maintains a Capital Facilities Fund, separate and apart from the General Fund, to account for developer fees collected by the District. The District’s developer fees may be utilized for any capital purpose related to growth. Separate and apart from the General Fund, the District also maintains a Building Fund to account for general obligation bond proceeds restricted to capital projects, a Capital Project Fund for Blended Component Units to account for moneys received in connection with the District’s community facilities districts and a Special Reserve Fund for Capital Outlay to act as a reserve for Board of Education designated construction projects.

Collection of developer fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current developer fee is \$3.15 per square foot of habitable space on domestic housing developments. The current developer fee on commercial/industrial developments is \$0.51 per square foot. As of June 30, 2024, there was a balance of approximately \$9.0 million in the Capital Facilities Fund, a balance of approximately \$46.1 million in the Building Fund, a balance of approximately \$6.0 million in the Capital Projects Fund for Blended Component Units and a balance of approximately \$6.4 million in the Special Reserve Fund for Capital Outlay Projects. The amounts in these funds are restricted to pay for capital improvements.

## **DISTRICT DEBT STRUCTURE**

### **Long-Term Debt**

As of June 30, 2024, the District had \$358,242,344 of long-term debt outstanding. No long-term debt has been issued since June 30, 2024.

A schedule of changes in long-term debt for the year ended June 30, 2024 is as follows:

**Table 18**  
**SAN YSIDRO SCHOOL DISTRICT**  
**Long-Term Debt**

	<i>Beginning Balance</i>	<i>Increases</i>	<i>Decreases</i>	<i>Ending Balance</i>	<i>Due Within One Year</i>
<u>Governmental Activities</u>					
General Obligation Bonds	\$ 131,766,068	\$ 49,135,000	\$ 24,221,075	\$ 156,679,993	\$ 8,646,776
Bond Premiums	5,406,888	724,203	830,090	5,300,992	342,142
Accreted Interest	<u>74,382,191</u>	<u>8,841,432</u>	<u>1,996,868</u>	<u>81,226,755</u>	<u>2,283,224</u>
Total GO Bonds	\$ 211,555,147	\$ 58,700,635	\$ 27,048,042	\$ 243,207,740	\$ 11,272,142
 Certificates of Participation	\$ 34,490,000	\$ -	\$ 1,835,000	\$ 32,655,000	\$ 1,835,000
COPS Premiums	<u>2,332,463</u>	<u>-</u>	<u>129,915</u>	<u>2,202,548</u>	<u>130,601</u>
Total Certificates of Participation	\$ 36,822,463	\$ -	\$ 1,964,915	\$ 34,857,548	\$ 1,956,601
 Leases Payable	\$ 45,534	\$ 301,788	\$ 68,057	\$ 279,265	\$ 51,800
Subscriptions Payable	584,659	-	288,153	296,506	277,909
Principle Apportionment Plan	1,081,557	-	270,390	811,167	270,390
Total OPEB Liability	16,544,352	-	526,636	16,017,716	-
Net Pension Liability	52,465,884	9,595,670	-	62,061,554	-
Compensated Absences	<u>440,532</u>	<u>270,316</u>	<u>-</u>	<u>710,848</u>	<u>710,848</u>
Total Governmental Activities	\$ 319,540,128	\$ 68,868,409	\$ 30,166,193	\$ 358,242,344	\$ 14,548,690

Source: San Ysidro School District.

Additional information regarding the long-term debt and its scheduled repayment is set forth in Note L to the District's 2023-24 Audited Financial Statements attached as Appendix B hereto.

In 2024, the District created two school facilities improvements districts within its boundaries: School Facilities Improvement District No. 1 ("SFID No. 1") and School Facilities Improvement District No. 2 ("SFID No. 2"). On November 5, 2024, the District's voters within SFID No. 1 approved one general obligation bond measure (Measure MM), in an aggregate principal amount of up to \$12,900,000 million. On November 5, 2024, the District's voters within SFID No. 2 approved two general obligation bond measures (Measure LL) and (Measure KK), in an aggregate principal amount of up to \$66,500,000 million and \$68,500,000 million, respectively. The District can provide no assurance as to when it will issue general obligation bonds under these measures, nor in what amount. Such general obligation bonds, if and when issued, would be secured by and payable solely from *ad valorem* property taxes within each respective school facilities improvement district.

### **Short-Term Debt**

The District currently has no short-term debt outstanding. The District did not issue any tax and revenue anticipation notes in fiscal year 2024-25, and it does not expect to issue any in fiscal year 2025-26. If any tax and revenue anticipation notes are issued, they will be payable from General Fund revenues and other lawfully available funds of the District and must mature in not more than 15 months from their issuance. The District has authorized the borrowing of money from the County Treasury and from certain non-General Fund funds, if needed. See “—DISTRICT FINANCIAL MATTERS – Current Financial Condition.”

### **Direct and Overlapping Debt**

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds, as well as certificates of participation. The direct and overlapping debt of the District as of February 1, 2025 is shown in Table 19 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement.

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The information in the following table has been provided by California Municipal Statistics, Inc. Neither the District nor the Underwriter has independently verified this information and do not guarantee its accuracy.

**Table 19**  
**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT**  
**San Ysidro School District**  
**As of February 1, 2025**

2024-25 Assessed Valuation: \$10,741,273,977

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 2/1/25</u>
Metropolitan Water District	0.264%	\$ 48,074
Southwestern Community College District	13.095	94,177,296
Sweetwater Union High School District	15.519	89,098,846
<b>San Ysidro School District</b>	<b>100.000</b>	<b>134,592,718<sup>(1)</sup></b>
<b>San Ysidro School District Certificates of Participation</b>	<b>100.000</b>	<b>30,820,000<sup>(2)</sup></b>
California Statewide Communities Development Authority 1915 Act Bonds	100.000	13,447,321
City of San Diego 1915 Act Bonds	100.000	2,110,000
Sweetwater Union High School District Community Facilities District No. 8, 9, 10	23.884-100.000	1,391,213
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$ 365,685,468</b>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
San Diego County General Fund Obligations	1.449%	\$ 5,086,932
San Diego County Pension Obligation Bonds	1.449	2,033,961
San Diego County Superintendent of Schools Obligations	1.449	74,261
Sweetwater Union High School District Certificates of Participation	15.519	60,524
City of San Diego General Fund Obligations	2.334	17,695,848
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$ 24,951,526</b>
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		 \$ 4,804,979
 <b>COMBINED TOTAL DEBT</b>		 <b>\$ 395,441,973<sup>(3)</sup></b>

Ratios to 2024-25 Assessed Valuation:

<b>Direct Debt (\$165,412,718).....</b>	<b>1.54%</b>
Total Direct and Overlapping Tax and Assessment Debt.....	3.40%
Combined Total Debt.....	3.68%

Ratio to Redevelopment Incremental Valuation (\$766,936,108):

Total Overlapping Tax Increment Debt.....	0.58%
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- (1) Does not include the 2025 Bonds. Excludes accreted interest on capital appreciation bonds.
- (2) Special taxes levied in Community Facilities Districts No. 1, 2 and 3 of the District are covenanted to support lease payments. The District has covenanted to make lease payments from its general fund to the extent that special tax revenues are not used or insufficient to make debt service payments.
- (3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
- Source: California Municipal Statistics, Inc.



## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

*The principal of and interest on the 2025 Bonds are payable solely from the proceeds of ad valorem taxes levied by the Board of Supervisors of the County for the payment thereof. (See “SECURITY FOR THE 2025 BONDS” herein.) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 1A, 2, 22, 30, 39, 46, 98 and 111 and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the 2025 Bonds. The taxes levied by the County for payment of the 2025 Bonds were approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### Article XIII A

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIII A to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean “the county assessor’s valuation of real property as shown on the 1975/76 tax bill under “full cash value,” or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition. Article XIII A was amended by Proposition 39 to allow an alternative means of seeking voter approval for bonded indebtedness by 55% of the vote for school districts and community college districts. See “—Proposition 39” herein.

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. The District is unable to predict the nature or magnitude of future revenue sources that may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

### Unitary Property

Some amount of property tax revenue of the District may be derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. Such State-assessed unitary and

certain other property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on any utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District.

## **Article XIII B**

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution. In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the state to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (a) if financial responsibility for providing services is transferred to the governmental entity, or (b) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979 on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (a) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (b) the investment of tax revenues and (c) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

As amended in June 1990, the appropriations limit for local governments in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the local government's option, either (i) the percentage change in California per capita personal income, or (ii) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the District over such two-year period above the

combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the appropriations limit are absorbed into the State's allowable limit. The District does not currently have and does not anticipate having "proceeds of taxes" in excess of its appropriations limit.

Article XIIB permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years. Pursuant to statute, if a school district receives any proceeds of taxes in excess of its appropriations limit, it may, by resolution of the governing board, increase its appropriations limit to equal the amount received, provided that the State has sufficient excess appropriations limit in that fiscal year.

### **Articles XIIC and XIID**

On November 5, 1996, California voters approved Proposition 218—Voters Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Among other things, Proposition 218 states that all taxes imposed by local governments shall be deemed to be either "general taxes" (imposed for general governmental purposes) or "special taxes" (imposed for specific purposes); prohibits special purpose government agencies, including school districts, from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Proposition 218 also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on officials of the County to levy a property tax sufficient to pay debt service on the 2025 Bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. See "DISTRICT FINANCIAL MATTERS—Revenue Sources." In the case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIIC. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other

monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges. Article XIID explicitly provides that nothing in Article XIIC or XIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. No developer fees imposed by the District are pledged or expected to be used to make payments with respect to the 2025 Bonds.

The provisions of Article XIIC and XIID may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

#### **Proposition 46**

On June 3, 1986, California voters approved Proposition 46, which provided an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

#### **Proposition 39**

On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness of a school district or community college district by 55% of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55% voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt from the 1% *ad valorem* tax limitation under Section 1(a) of Article XIII A of the Constitution levies to pay bonds approved by the 55% of the voters, subject to the restrictions explained above. The *ad valorem* taxes for payment on the 2025 Bonds fall within the exception described in the preceding sentence.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens' oversight committee must be appointed to review the use of the bond funds and inform the public about their proper usage. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Propositions 98 and 111**

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level and the operation of the State's appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) 40.9% of State General Fund revenues (the "first test"), or (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"), or (c) a "third test" which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus 1/2 of 1% is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a "credit" to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor's concurrence, to suspend the K-14 schools' minimum funding formula for a one-year period, and any corresponding reduction in funding for that year will not be paid in subsequent years. However, in determining the funding level for the succeeding year, the formula base for the prior year will be reinstated as if such suspension had not taken place. In certain fiscal years, the State Legislature and the Governor have utilized this provision to avoid having the full Proposition 98 funding paid to support K-14 schools.

Proposition 98 also changes how tax revenues in excess of the State Appropriations Limit are distributed. "Excess" tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50% of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of State General Fund revenues to be allocated to K-14 districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, some fiscal observers expect Proposition 98 to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State ability to fund such other programs by raising taxes.

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimums under the first test and the second test described above are dependent on State General Fund revenues. In several recent fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years' estimated Proposition 98 minimums.

### **Proposition 1A and Proposition 22**

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Many of the provisions of Proposition 1A have been superseded by Proposition 22 enacted in November 2010.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's General Fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the longer-term effect of Proposition 22, according to the LAO's analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding California Assembly Bill x1 26 to be constitutional and California Assembly Bill x1 27 to be unconstitutional. As a result, all redevelopment agencies in California were dissolved on February 1, 2012, and the property tax revenue which previously flowed to the redevelopment agencies is now instead going to other local governments, including school districts. It is likely that the dissolution of redevelopment agencies has mooted the effects of Proposition 22.

## **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The California Children’s Education and Health Care Protection Act of 2016 (also known as “Proposition 55”) is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030. Proposition 55 did not extend the temporary State Sales and Use Tax rate increase enacted under Proposition 30, which expired as of January 1, 2017.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for K-14 school districts. See “—Propositions 98 and 111” herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

## **Proposition 2**

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State General Fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State General Fund revenues that are allocable to capital gains taxes exceed 8% of total estimated General Fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State General Fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15 year period ending with fiscal year 2029-30, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers the BSA, nor does the Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State General Fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living.

### **California Senate Bill 222**

On July 13, 2015, the Governor signed Senate Bill 222 (“SB 222”) into law, effective January 1, 2016. SB 222 was introduced on February 12, 2015, initially to amend Section 15251 of the California Education Code to clarify the process of lien perfection for general obligation bonds issued by or on behalf of California school and community college districts. Subsequently, on April 15, 2015, SB 222 was amended to include an addition to the California Government Code to similarly clarify the process of lien perfection for general obligation bonds issued by cities, counties, authorities and special districts, including the District.

SB 222, applicable to general obligations bonds issued after its effective date, will remove the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a “statutory” lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk



of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

### **Proposition 19**

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“Proposition 19”), which amends Article XIII A to: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on District revenues or the assessed valuation of real property in the District.

### **Proposition 2 (2024)**

The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair and Safety Bond Act of 2024 (also known as Proposition 2 and referred to herein as “Proposition 2 (2024)”) was a ballot measure that was approved by State voters on November 5, 2024. Proposition 2 (2024) authorizes the sale and issuance of \$10 billion in State general obligation bonds for the repair, upgrade and construction of facilities at K-12 public schools, community colleges and career technical education programs, including the development of health and safety conditions.

Proposition 2 (2024) includes \$3.3 billion for the new construction of K-12 facilities and an additional \$4 billion for the modernization of existing K-12 facilities. Up to \$10 million of the allocation for new constructions will be reserved for small school districts with an enrollment of fewer than 2,501 students. Of the \$4 billion assigned for modernization of existing K-12 facilities, up to \$115 million will be allocated for the repairment of lead in water at school facilities. Generally, K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. However, some districts that have lower assessed property values and meet certain other socio-economic criteria will be required to pay as low as 45% and 35% of new construction costs and modernization costs, respectively. In addition, a total of \$1.2 billion will be available for the modernization and new construction of charter school facilities (\$600 million) and technical education facilities (\$600 million). The State will award funds to technical education and charter school through an application process, and charter schools must be deemed financially sound before project approval.

The District makes no representation or guarantees that it will pursue or qualify for Proposition 2 (2024) State facilities funding.

### **Jarvis v. Connell**

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District expected to be received from the State. To the extent the holding in such case would apply to State payments reflected in the District’s budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the

limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Future Initiatives and Propositions**

Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Propositions 22, 26, 30, 39, 46, 98, 111 and 1A were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or such districts' ability to expend revenues.

There can be no assurance that the California electorate will not at some future time adopt other initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State of California resulting in a reduction of amounts legally available to the District.

### **STATE OF CALIFORNIA FISCAL ISSUES**

*The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information.*

#### **General Overview**

***Financial Stress on State Budget.*** For the first several fiscal years after the onset of the COVID-19 pandemic the State experienced a series of budget surpluses; however, in the 2024-25 State Budget and the 2025-26 Proposed Budget (both as defined below), the State projects that it will operate at a deficit for the next several fiscal years. According to the State, there remain a number of other major risks and pressures that threaten the State's financial condition, including potential changes to federal fiscal policies and large unfunded liabilities for PERS and STRS, rising health care costs and trade policy. The State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. The District is unable to predict the degree to which factors will materially adversely affect the financial condition of the State.

***Cash Management by State and Impact on Schools.*** To conserve cash in light of declining revenues resulting from the last recession, the State enacted several statutes deferring the payment of amounts owed to public schools, until a later date in the current, or in a subsequent, fiscal year. This technique was used in all of the State's budget bills from fiscal year 2008-09 through fiscal year 2012-13. Some of these statutory deferrals were made permanent, and others were implemented only for one fiscal year. These deferrals reduced amounts paid to K-12 districts and resulted in deferred payments that at one point totaled more than \$10 billion. These deferrals also created cash flow shortages for certain K-12 districts which required an increased level of cash flow borrowings. In fiscal years 2013-14 and 2014-15, the State repaid the majority of these deferrals and the remaining \$992 million was repaid in fiscal year 2015-16. The State included LCFF apportionment deferrals in its budget for fiscal year 2020-21 but repaid these deferrals in fiscal year 2021-22. The 2024-25 State Budget includes LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 and from fiscal year 2024-25 to fiscal year 2025-26. See "—2024-25 State Budget."

***School Reserves*** – Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an ADA of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the

county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

The District, which has an ADA of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its General Fund expenditures and other financing uses.

Senate Bill 751 (“SB 751”), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total General Fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions community funded districts and small school districts having fewer than 2,501 units of average daily attendance.

The Series A Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the State Constitution and other State law. Accordingly, the District does not expect SB 858 or SB 751 to adversely affect its ability to pay the principal of and interest on the 2025 Bonds as and when due.

## **2024-25 State Budget**

On June 26, 2024, the Governor signed the State budget for fiscal year 2024-25 (the “2024-25 State Budget”). The following information is drawn from the DOF summary of the 2024-25 State Budget.

The 2024-25 State Budget reports that, emerging from the COVID-19 pandemic, the State has experienced significant revenue volatility occasioned by unprecedented revenue growth that was quickly followed by a sharp correction back towards historical trends, as well as federal and state income tax deadline delays which significantly clouded the State’s revenue forecast. The 2024-25 State Budget estimates that the State is facing a budget shortfall in fiscal year 2024-25 of approximately \$46.8 billion. The 2024-25 State Budget solves the projected deficit through a mix of broad-based measures, including:

- *Reductions* – \$16 billion of reductions to various State programs and operations, including (i) a reduction to State operations of approximately 7.95% beginning in fiscal year 2024-25 to nearly all department budgets, (ii) a permanent reduction of \$1.5 billion by reducing departmental budgets for vacant positions, (iii) an additional reduction of \$358 million (for a total of \$750 million) to the Department of Corrections and Rehabilitation in fiscal years 2022-23 through 2024-25, and (iv) various one-time and ongoing reductions to State programs, including the California Student Housing Loan Program, the Learning-Aligned Employment Program, the Middle Class Scholarship Program, affordable housing programs, healthcare workforce programs and State and local public health efforts.
- *Revenue and Internal Borrowing* – \$13.6 billion in additional revenue sources and internal borrowings from special funds, including (i) suspension of the Net Operating Loss tax deduction for companies with over \$1 million in taxable income and limits on business tax credits to \$5 million in fiscal years 2024-25 through 2026-27, and (ii) an increase to the managed care organization tax of \$5.1 billion in fiscal year 2024-25, \$4.6 billion in fiscal year 2025-26 and \$4.0 billion in fiscal year 2026-27.
- *Reserves* – The 2024-25 State Budget withdraws \$12.2 billion from the BSA over the next two fiscal years (\$5.1 billion in fiscal year 2024-25 and \$7.1 billion in fiscal year 2025-26), and \$900 million from the Safety Net Reserve in fiscal year 2024-25. The 2024-25 State Budget

also withdraws the full balance in the PSSSA (\$5.3 billion) to support LCFF costs in fiscal year 2023-24. The 2024-25 State Budget also authorizes a discretionary payment to the PSSSA in fiscal year 2024-25 of \$1.1 billion. As a result, school reserve caps are not projected to be triggered in fiscal year 2024-25 and 2025-26. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2.”

- *Fund Shifts* – The 2024-25 State Budget shifts \$6.0 billion of expenditures from the State general fund to other funds, including (i) applying a prior CalPERS supplemental pension payment to the State’s overall pension liability, reducing required employer contributions in fiscal year 2024-25 by \$1.7 billion, and (ii) \$3.9 billion from the State general fund to the Greenhouse Gas Reduction Fund to support the Transit and Intercity Rail Capital Program as well as clean energy and other climate programs.
- *Delays and Pauses* – \$3.1 billion of delays to avoid increases in future obligations and potential shortfalls, including (i) delaying for two years the expansion of the California Food Assistance Program, (ii) delaying for two years the implementation of increased pay to providers of assistance to individuals with developmental disabilities, (iii) delaying for two years the expansion of child care slots, and (iv) delaying funding to the Broadband Last Mile program, which provides funding for projects that increase internet access in low income communities, to fiscal year 2027-28.
- *Deferrals* – \$2.1 billion of deferrals in certain State payments, including (i) a deferral of \$3.2 billion (including \$1.6 billion from the State general fund) for one month of State employees’ payroll costs, and (ii) a multi-year deferral of \$524 million for the University of California/California State University compact which advances several shared student goals. The 2024-25 State Budget also authorizes LCFF apportionment deferrals of \$246 million from 2024-25 to 2025-26 (as further described herein).

For fiscal year 2023-24, the 2024-25 State Budget projects total general fund revenues and transfers of \$189.4 billion and authorizes expenditures of \$223.1 billion. The State is projected to end the 2023-24 fiscal year with total reserves of \$26.4 billion, including \$22.6 billion in the BSA, \$2.9 billion in the traditional general fund reserve, and \$900 million in the Safety Net Reserve Fund. The 2024-25 State Budget also authorizes the withdrawal of the full amount on deposit in the PSSSA, leaving a zero balance. For fiscal year 2024-25, the 2024-25 State Budget projects total general fund revenues and transfers of \$212.1 billion and authorizes expenditures of \$211.5 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$22.2 billion, including \$3.5 billion in the traditional general fund reserve, \$17.6 billion in the BSA and \$1.1 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The 2024-25 State Budget sets total funding for all K-12 education programs at \$133.8 billion, including \$81.5 billion from the State general fund and \$52.3 billion from other sources. The minimum funding guarantee in fiscal year 2024-25 is set at \$115.3 billion. The 2024-25 State Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2022-23 and 2023-24, setting them at \$103.7 billion and \$98.5 billion, respectively. The 2024-25 State Budget suspends the minimum funding guarantee in fiscal year 2023-24, creating a maintenance factor obligation of approximately \$8.3 billion in fiscal year 2023-24, and is projected to create a maintenance factor obligation of approximately \$4.1 billion in fiscal year 2024-25, which will be paid in addition to the guarantee for fiscal year 2024-25. The 2024-25 State Budget projects Test 1 of the guarantee to be in effect in fiscal year 2024-25. To accommodate enrollment increases related to the expansion of Transitional Kindergarten, the 2024-25 State Budget rebenchs the Test 1 percentage, from approximately 38.6% to 39.2%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.

Other significant features relating to K-12 education funding include the following:

- *LCFF* – The 2024-25 State Budget includes an LCFF COLA of 1.07%. When combined with population growth adjustments, this would result in an increase of roughly \$983 million in discretionary funds for local educational agencies, as compared to the level set in the prior State budget. To fully fund the LCFF, the 2024-25 State Budget authorizes the withdrawal of the full balance in the PSSSA to support ongoing LCFF costs in fiscal year 2023-24, and uses available reappropriation and reversion funding totaling \$253.9 million to support ongoing LCFF costs in 2024-25. The 2024-25 State Budget also provides \$89.2 million in ongoing Proposition 98 funding to reflect a 1.07% COLA for specified categorical programs.
- *Deferrals* – The 2024-25 State Budget reflects LCFF apportionment deferrals from fiscal year 2023-24 to fiscal year 2024-25 of approximately \$3.6 billion, and from fiscal year 2024-25 to fiscal year 2025-26 of approximately \$246 million. Additionally, the 2024-25 State Budget reflects approximately \$2.3 billion in categorical program deferrals from fiscal year 2022-23 to fiscal year 2023-24, with the deferral amount being repaid using funds on deposit in the PSSSA.
- *Teacher Preparation and Professional Development* – \$25 million in one-time Proposition 98 funding to support training for educators to administer literacy screenings. The 2024-25 State Budget also provides \$20 million in one-time Proposition 98 funding for county offices of education to develop and provide training for mathematics coaches and leaders to support the delivery of high-quality math instruction.
- *Transitional Kindergarten* – \$988.7 million in Proposition 98 funding to support the second year (the 2023-24 school year) of expanded eligibility for TK, shifting age eligibility from all children turning five years old between September 2 and February 2 to all children turning such age between September 2 to April 2 (approximately 36,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$390.2 million in Proposition 98 funding to support one additional certificated or classified staff person for every TK class. Additionally, the 2024-25 State Budget provides \$1.5 billion in ongoing Proposition 98 funding to support the third year (the 2024-25 school year) of expanded eligibility for TK, shifting age eligibility for all children turning five years old between September 2 and April 2 to all children turning such age between September 2 and June 2 (approximately 38,000 additional children). In connection with this expansion, the 2024-25 State Budget provides \$515.5 million in ongoing Proposition 98 funding to support one additional certificated or classified staff person for every TK class.
- *Facilities* – The 2024-25 State Budget delays \$550 million of funds approved as part of previous State budgets to support the construction of new school facilities or the retrofit of existing facilities for the purpose of providing TK, full-day kindergarten or preschool classrooms. The 2024-25 State Budget also forgoes a previously planned investment of \$875 million in the State School Facilities Program.
- *Home-to-School Transportation* – The 2024-25 State Budget eliminates \$500 million in previously planned one-time Proposition 98 funding to support the greening of school bus fleets.
- *Nutrition* – An increase of \$179.4 million in ongoing Proposition 98 funding, and an additional \$120.8 million in one-time Proposition 98 funding, to fully fund the universal school meals program in 2023-24 and 2024-25.

- *Employee Assistance* – \$9 million in one-time Proposition 98 funding to provide supplemental pay for classified school staff during intersessional months when they are not employed.
- *Instruction* – \$907.1 million to support Proposition 28, the Arts and Music in Schools Funding Guarantee and Accountability Act, in fiscal year 2024-25. The 2024-25 State Budget also provides \$7 million in one-time Proposition funding to support inquiry-based science instruction and assessment through the development of a bank of curriculum-embedded performance tasks. Finally, the 2024-25 State Budget provides \$5 million in one-time Proposition 98 funding to support the California Teachers Collaborative for Holocaust and Genocide Education.
- *After School Programs* - \$5 million in one-time State general fund support for after school programs in rural school districts.
- *Technology Support* – \$3.4 million, of which \$380,000 is ongoing, to support the replacement of critical computer servers, maintain warranty coverage for network infrastructure and refresh laptops, tablets and workstations for students and staff at State special schools and diagnostic centers. The 2024-25 State Budget also provides \$3.2 million in ongoing Proposition 98 funding to support the K-12 High Speed Network program.

For additional information regarding the 2024-25 State Budget, see the DOF and LAO websites at [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

### **Proposed 2025-26 State Budget**

On January 10, 2025, the Governor released the proposed State budget for fiscal year 2025-26 (the “Proposed 2025-26 Budget”). The following is drawn from the DOF and LAO summaries of the Proposed 2025-26 Budget.

The Proposed 2025-26 Budget reports that the State begins 2025 in a stronger fiscal position than it has in recent years. The State experienced significant budget shortfalls in recent years due to the combination of extreme revenue volatility and an unprecedented federal tax filing delay. The economy performed better than projected in the 2024-25 Budget leading to an upgrade to the forecast in the near term and modest upward revisions in the long term. The stronger-than-anticipated performance of the economy, stock market, and cash receipts, combined with an improved economic outlook, have all contributed to the upgraded revenue forecast, with general fund revenues before accounting to transfers and tax policy proposals projected to be higher by approximately \$16.5 billion (or \$9 billion, as calculated by the LAO) in the three-year budget window. The Proposed 2025-26 Budget recognizes several risk factors that could affect the economy and State revenues, including stock market and asset price volatility and declines, as well as geopolitical instability. Although the Proposed 2025-26 Budget anticipates shortfalls in subsequent fiscal years that are driven by expenditures exceeding revenues, additional decisions may be necessary at the May revision to maintain a balanced budget, not only in the coming year, but also on an ongoing basis.

The 2024-25 State Budget assumed withdrawals from the BSA of approximately \$5.1 billion in 2024-25 and \$7.1 billion in 2025-26 in order to provide for a balanced budget. The Proposed 2025-26 Budget maintains the \$7.1 billion withdrawal from the BSA for 2025-26. In order to address revenue volatility and increase budget resiliency, the Proposed 2025-26 Budget proposes statutory changes to allow the State to save even more during economic upswings. Under current law, a deposit to the BSA is counted as an expenditure and is therefore not exempt from Proposition 4’s State Appropriations Limit. The Proposed 2025-26 Budget proposes to increase the mandatory deposit level in the BSA from the current 10 percent to 20 percent of general fund revenues and exempt deposits into the BSA from the State Appropriations limit. The increased reserves

would allow the State to weather future revenue volatility and avoid needing to make reductions, deferrals and funding delays during revenue downswings or other emergencies.

For fiscal year 2024-25, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$222.5 billion and authorizes expenditures of \$232.1 billion. The State is projected to end the 2024-25 fiscal year with total reserves of \$27.4 billion, including \$18.0 billion in the BSA, \$8.3 billion in traditional general fund reserves and \$1.2 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance. For fiscal year 2025-26, the Proposed 2025-26 Budget projects total general fund revenues and transfers of \$225.1 billion and authorizes expenditures of \$228.9 billion. The State is projected to end the 2025-26 fiscal year with total reserves of \$16.9 billion, including \$4.5 billion in the traditional general fund reserve, \$10.9 billion in the BSA and \$1.5 billion in the PSSSA. The Safety Net Reserve is projected to have a zero balance.

The Proposed 2025-26 Budget sets total funding for all TK-12 education programs at \$137.1 billion, including \$83.3 billion from the State general fund and \$53.8 billion from other sources. TK-12 per-pupil funding totals \$24,764, including \$18,918 from Proposition 98 sources. The minimum funding guarantee in fiscal year 2025-26 is set at \$118.9 billion. The Proposed 2025-26 Budget also makes retroactive changes to the minimum funding guarantee in fiscal years 2023-24 and 2024-25, setting them at \$98.5 billion and \$119.2 billion, respectively. The revisions to the minimum funding guarantee represent an increase of approximately \$7.5 billion of the three-year period relative to the 2024-25 State Budget. Due to the inherent risk in revenue projections, the Proposed 2025-26 Budget appropriates \$117.6 billion, instead of the currently calculated level of \$119.2 billion in 2024-25 in order to mitigate the risk of potentially appropriating more resources to the minimum funding guarantee than are available in the final calculation for 2024-25. Potential adjustments will be evaluated at the May Revision for fiscal year 2024-25 and will not be final until the certification of the fiscal year 2024-25 minimum funding guarantee. The Proposed 2025-26 Budget projects Test 1 of the guarantee to be in effect in for fiscal years 2024-25 and 2025-26. To accommodate enrollment increases related to the expansion of Universal Transitional Kindergarten (further described below), the Proposed 2025-26 State Budget rebench the Test 1 percentage, from approximately 39.2% to 39.6%, to increase the percentage of State general fund revenues that count towards the minimum funding guarantee.

Other significant features relating to TK-12 education funding include the following:

- *LCFF* – The Proposed 2024-25 Budget includes an LCFF COLA of 2.43%. When combined with population growth adjustments, this would result in an increase of roughly \$2.5 billion in discretionary funds for local educational agencies. Budgetary deferrals of \$246.6 million are fully repaid in 2025-26. To fully fund the LCFF and maintain the level of past year principal apportionments, the Proposed 2025-26 Budget uses available reappropriation and reversion funding totaling \$25.9 million to support ongoing LCFF costs in fiscal year 2023-24 and deferring LCFF funding totaling \$35.1 million from fiscal year 2023-24 to fiscal year 2024-25. This one-time deferral is fully repaid in fiscal year 2024-25. The Proposed 2025-26 Budget provides a revised fiscal year 2024-25 mandatory payment of roughly a \$1.2 billion into the PSSSA and a \$376 million mandatory payment into the PSSSA for fiscal year 2025-26, which provides a revised \$1.5 billion balance in the PSSSA at the end of fiscal year 2025-26. The Proposed 2025-26 Budget also provides \$204 million in ongoing Proposition 98 funding to reflect a 2.43% COLA for specific categorical programs and the LCFF Equity Multiplier. Finally, the Proposed 2025-26 Budget reflects \$12.2 million in ongoing Proposition 98 funding to reflect ADA changes applicable to county offices of education LCFF, and a 2.43% COLA.
- *Universal Transitional Kindergarten* – \$2.4 billion in ongoing Proposition 98 funding to support the full implementation of universal transitional kindergarten so that all children who turn 4 years old by September 1 of the school year can enroll (providing access to roughly 60,000 additional children). The Proposed 2025-26 Budget also provides an additional \$1.5 billion in ongoing Proposition 98 funding to support further lowering the average student-to-

adult ratio from 12:1 to 10:1 in every transitional kindergarten classroom, and \$10 million in one-time Proposition 98 funding for statewide use of English language proficiency screeners to support multilingual learnings in transitional kindergarten.

- *Before School, After School and Summer School* – \$435 million in additional ongoing Proposition 98 funding to cover the costs of increasing the number of TK-6 grade local educational agencies that offer universal access to students, from those with an unduplicated pupil percentage of 75 percent to those with 55 percent unduplicated students as part of the full implementation of the Expanded Learning Opportunities Program, which increases the total ongoing funding for the program to \$4.4 billion.
- *Literacy Instruction* – The Proposed 2025-26 Budget provides one-time Proposition 98 funding of \$500 million for TK-12 literacy and mathematics coaches and \$40 million to support necessary costs, including purchasing screening materials and training for educators, to administer literacy examinations. The one-time funds augment funds provided in previous budgets in support of implementing the State’s English Language Arts/English Language (“ELA/ELD”) Framework. The Proposed 2025-26 Budget also provides \$5 million annually through 2029-30 to launch a Literacy Network within the State System of Support and directs the Quality Commission to initiate follow-up adoption for instructional materials and to develop a curriculum guide and resources in personal finance.
- *Teacher Preparation and Professional Development* – \$150 million in one-time Proposition 98 funding to provide financial assistance for teacher candidates through the new Teacher Recruitment Incentive Program to address staffing shortages. The Proposed 2025-26 Budget also provides an additional \$100 million in one-time Proposition 98 funding to extend the timeline of the existing National Board Certification Program to support National Board Certified teachers to teach and mentor other instructional staff in high poverty schools.
- *Student Support and Professional Development Discretionary Block Grant* – \$1.8 billion in one-time Proposition 98 funds for a discretionary block grant. The funds will provide local educational agencies with additional fiscal support to address rising costs, as well as fund statewide priorities including: (i) professional development for teachers ELA/ELD Framework and the Literacy Roadmap; (ii) professional development for teachers on the Mathematics Framework; (iii) teacher recruitment and retention strategies; and (iv) career pathways and dual enrollment expansion efforts.
- *Learning Recovery Emergency Block Grant* – \$378.6 million one-time Proposition 98 funding to support the Learning Recovery Emergency Block Grant, which supports local educational agencies in establishing learning recovery initiatives through the 2027-28 school year.
- *Nutrition* – An increase of \$106.3 million in ongoing Proposition 98 funding to fully fund the universal school meals program in fiscal year 2025-26.
- *Kitchen Infrastructure and Training* – \$150 million in one-time Proposition 98 funding for specialized kitchen equipment, infrastructure, and training to support schools in providing more freshly prepared meals made with locally grown ingredients.
- *Local Property Tax Adjustments* – \$150 million in one-time Proposition 98 funding for school districts and county offices of education in fiscal year 2024-25, and a decrease of \$1.5 billion ongoing Proposition 98 funding for school districts and county offices of education in fiscal year 2025-26, resulting from increased offsetting property taxes.



- *TK-12 High Speed Network Support* – \$5 million in one-time State general fund support for after school programs in rural school districts.

For additional information regarding the Proposed 2025-26 Budget, see the DOF and LAO websites [www.dof.ca.gov](http://www.dof.ca.gov) and [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by any reference.

## **Future Actions and Events**

The District cannot predict what additional actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. A resurgence of the COVID-19 pandemic, or the outbreak of a new pandemic, could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District. However, the obligation to levy *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Series A Bonds would not be impaired by the events described above.

## **LEGAL MATTERS**

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations.

In the opinion of Bond Counsel, the difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such 2025 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable 2025 Bond. The amount of original issue discount that accrues to the Beneficial Owner of a 2025 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the 2025 Bonds (including any original issue discount) is based upon certain representations of fact

and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that interest on the 2025 Bonds (including any original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the 2025 Bonds (including any original issue discount) to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a 2025 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2025 Bond to the Beneficial Owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of Bond issues, including both random and targeted audits. It is possible that the 2025 Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2025 Bonds might be affected as a result of such an audit of the 2025 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2025 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the 2025 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE 2025 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2025 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2025 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE 2025 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE 2025 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2025 BONDS.

Bond Counsel's opinion may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Bond Resolution and the Tax Certificate relating to each series of 2025 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to any 2025 Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel will render an opinion that interest on the 2025 Bonds (including any original issue discount) is excluded from gross income for federal income tax purposes provided that the District

continues to comply with certain requirements of the Code, the accrual or receipt of interest on the 2025 Bonds (including any original issue discount) may otherwise affect the tax liability of the recipient. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the 2025 Bonds.

A copy of the proposed form of the opinions of Bond Counsel with respect to the Measure U 2025 Bonds, the Measure T 2025 Bonds and the Refunding Bonds is set forth in Appendix A-1, Appendix A-2 and Appendix A-3 hereto, respectively.

### **Legality for Investment in California**

Under provisions of the California Financial Code, the 2025 Bonds are legal investments for commercial banks in California to the extent that the 2025 Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

### **No Litigation**

No litigation is pending or threatened concerning the validity of the 2025 Bonds, and a certificate to that effect will be furnished by the District at the time of the issuance and delivery of the 2025 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the 2025 Bonds.

### **Verification**

Prior to the delivery of the Refunding Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to them by the Underwriter (defined herein) relating to the adequacy of the moneys in the Escrow Fund to pay the amount due on the Refunded Bonds on the Redemption Date.

## **CONTINUING DISCLOSURE**

In connection with the issuance of the 2025 Bonds, the District will covenant for the benefit of bondholders (including Beneficial Owners of the 2025 Bonds) to provide certain financial information and operating data relating to the District (the "Annual Reports") by not later than the March 31 following the end of the District's fiscal year (which currently ends June 30), commencing with the report for fiscal year [2024-25], and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of enumerated events will be filed by the District in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12(b)(5), as amended (the "Rule"). The specific nature of the information to be contained in the Annual Reports and the notices of enumerated events is included in Appendix C—"FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. These covenants are being made in order to assist the Underwriter in complying with the Rule.

A review of the District's compliance with its previous continuing disclosure undertakings was conducted in \_\_\_\_\_, 2025. The review found that, within the past five years, [the District had failed to comply with certain of its undertakings by failing to file a notice of defeasance and failing to timely file a notice of a change to the District's underlying rating.] [UPDATE] The District has also engaged the services of a third party dissemination agent to assist in complying with its continuing disclosure undertakings going forward.

## MISCELLANEOUS

### Ratings

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, has assigned the insured rating of "AA" (stable outlook) to the 2025 Bonds based on the issuance and delivery of the Policy by the Insurer at the time of issuance of the 2025 Bonds. See "BOND INSURANCE." In addition, Moody's Investor Services, Inc. has assigned the underlying rating of "\_\_\_" to the 2025 Bonds, irrespective of the delivery of the Policy. The ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from such organizations. Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that either rating for the 2025 Bonds will continue for any given period of time or that either of such ratings will not be revised downward or withdrawn entirely by a rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the 2025 Bonds.

### Underwriting

The Measure U 2025 Bonds are being purchased by Barclays Capital Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Measure U 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure U 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure U 2025 Bonds provides that the Underwriter will purchase all of the Measure U 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure U 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Measure T 2025 Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Measure T 2025 Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Measure T 2025 Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Measure T 2025 Bonds provides that the Underwriter will purchase all of the Measure T 2025 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Measure T 2025 Bonds to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

The Refunding Bonds are also being purchased by the Underwriter. The Underwriter has agreed to purchase the Refunding Bonds pursuant to a Purchase Contract at the initial purchase price of \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Refunding Bonds, less an Underwriter's discount of \$\_\_\_\_\_, [plus] a [net] original issue [premium] of \$\_\_\_\_\_). The Purchase Contract for the Refunding Bonds provides that the Underwriter will purchase all of the Refunding Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Refunding Bonds to certain dealers and others at yields higher than the

offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

### **Audited Financial Statements**

The District's audited financial statements for fiscal year 2023-24 included in Appendix B of this Official Statement have been audited by Wilkinson Hadley King & Co. LLP (the "Auditor"), as stated in their report in Appendix B. Attention is called to the scope limitation described in the Auditor's report accompanying the financial statements. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2023-24 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated February 25, 2025. See Appendix B—"DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS" herein.

### **Financial Interests**

The fees being paid to the Underwriter, Underwriter's Counsel, the District's Municipal Advisor and Bond Counsel and Disclosure Counsel are contingent upon the issuance and delivery of the 2025 Bonds. From time to time, Bond Counsel represents the Underwriter on matters unrelated to the 2025 Bonds.

### **ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to purchasers of the 2025 Bonds. Quotations from and summaries and explanations of the 2025 Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The Underwriter of the 2025 Bonds has received a variety of District reports. These reports include audits and budgets. Any 2025 Bond Owner may obtain copies of such reports, as available, from the District at 4350 Otay Mesa Road, San Ysidro, California 92173. The District may impose a charge for copying, mailing and handling.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners or Beneficial Owners of any of the 2025 Bonds.

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

### **SAN YSIDRO SCHOOL DISTRICT**

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

## APPENDIX A-1

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE U 2025 BONDS

*On the date of issuance of the Measure U 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure U 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure U)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure U), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,



## APPENDIX A-2

### FORM OF OPINION OF BOND COUNSEL FOR MEASURE T 2025 BONDS

*On the date of issuance of the Measure T 2025 Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Measure T 2025 Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
Election of 2020 General Obligation Bonds, Series C (Measure T)

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the “District”) taken in connection with the authorization and issuance by the District of its San Ysidro School District Election of 2020 General Obligation Bonds, Series C (Measure T), in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the “County”), the District, U.S. Bank Trust Company, National Association, as Paying Agent, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 et seq.) of the Education Code of the State of California, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and paragraph (3) of subdivision (b) of Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Bond Resolution”).

The Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute the legal, valid and binding general obligation bonds of the District and are enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District with respect to the Bonds terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement or any supplements or updates thereto.

Respectfully submitted,

## APPENDIX A-3

### FORM OF OPINION OF BOND COUNSEL FOR REFUNDING BONDS

*On the date of issuance of the Refunding Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to issue its approving opinion relating to the Refunding Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Education  
San Ysidro School District  
San Ysidro, California

Re: \$\_\_\_\_\_ San Ysidro School District (San Diego County, California)  
2025 General Obligation Refunding Bonds, Series A

Dear Honorable Members of the Board of Education:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the San Ysidro School District (the "District") taken in connection with the authorization and issuance of the District's 2025 General Obligation Refunding Bonds, Series A, in the aggregate principal amount of \$\_\_\_\_\_ (the "2025 Bonds"), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of San Diego (the "County"), the District, U.S. Bank Trust Company, National Association, the initial purchaser of the 2025 Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The 2025 Bonds have been issued by the District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the "Bond Resolution").

The 2025 Bonds mature on the dates and in the amounts referenced in the Bond Resolution. The 2025 Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2025, at the rates per annum referenced in the Bond Resolution. The 2025 Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The 2025 Bonds have been duly and validly authorized and constitute the legal, valid and binding obligations of the District enforceable in accordance with the terms of the Bond Resolution, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California. The 2025 Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Education of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization,

fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The 2025 Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District on which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the 2025 Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the 2025 Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the 2025 Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a 2025 Bond (the first price at which a substantial amount of the 2025 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2025 Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a 2025 Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a 2025 Bond owner will increase the 2025 Bond owner's basis in the applicable 2025 Bond.

(7) The amount by which a 2025 Bond owner's original basis for determining loss on sale or exchange in the applicable 2025 Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the bond owner's basis in the applicable 2025 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a 2025 Bond owner realizing a taxable gain when a 2025 Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. Purchasers of the 2025 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable 2025 Bond premium.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the 2025 Bonds are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the 2025 Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the 2025 Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the 2025 Bonds 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, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any 2025 Bonds if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth LLP.

It is possible that subsequent to the issuance of the 2025 Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the 2025 Bonds or the market value of the 2025 Bonds. No assurance can be given that subsequent to the issuance of the 2025 Bonds such changes or interpretations will not occur.

The opinions expressed herein and the exclusion of interest on the 2025 Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the 2025 Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the 2025 Bonds or other offering material relating to the 2025 Bonds and expressly disclaim any duty to advise the owners of the 2025 Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

**APPENDIX B**  
**DISTRICT'S 2023-24 AUDITED FINANCIAL STATEMENTS**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated \_\_\_\_\_, 2025, is executed and delivered by the San Ysidro School District (the “Issuer”) in connection with the issuance of its: (i) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure U), (ii) \$\_\_\_\_\_ Election of 2020 General Obligation Bonds, Series C (Measure T), and (iii) \$\_\_\_\_\_ 2025 General Obligation Refunding Bonds, Series A (collectively, the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the District on \_\_\_\_\_, 2025 (the “Resolutions”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

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

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

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

“Disclosure Representative” shall mean either of the Superintendent or the Chief Business Official, of the Issuer, or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

“Dissemination Agent” shall mean, initially, Dale Scott & Company, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designed in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Official Statement” shall mean the Official Statement for the Bonds dated \_\_\_\_\_, 2025.

“Participating Underwriter” shall mean Barclays Capital Inc., as the original underwriter of the Bonds.

“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 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than the March 31 after the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending



June 30, [2025], provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is other than the Issuer, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to the MSRB, in the form required by the MSRB, stating that the Annual Report has not been filed and, if known, the anticipated date for its filing.

(d) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) (i) The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended; (ii) the most recently adopted budget of the Issuer and, if required to be prepared and filed, the First Interim Report for the current fiscal year; (iii) an update of the information contained in Tables [1A and 4 contained under the heading "TAX BASE FOR REPAYMENT OF THE 2025 BONDS"] in the Official Statement for the Bonds; and (iv) notice of any amendment to either or both of the Resolutions that occurred in the most recent fiscal year. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units

by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;
- (8) ratings changes;
- (9) bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) unless described in Section 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (3) appointment of a successor or additional trustee or the change of the name of a trustee;
- (4) nonpayment related defaults;
- (5) modifications to the rights of Owners of the Bonds;
- (6) bond calls;
- (7) release, substitution or sale of property securing repayment of the Bonds; and
- (8) incurrence of a financial obligation of the obligated person, or agreement to covenant, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect Owners of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the EMMA. Notwithstanding the foregoing, notice of Listed Event described in Section 5(b)(6) need not be given under Sections 5(d) or (f) any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Resolutions.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

(h) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee

of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Dale Scott & Company, Inc. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Paying Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent (if other than the Issuer) an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Bonds, upon obtaining consent of Owners at least 25% in aggregate principal of the Bonds then outstanding; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this

Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond Owner's, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Superintendent  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, California 92173

SAN YSIDRO SCHOOL DISTRICT

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

## APPENDIX D

### INFORMATION CONCERNING THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO

*The following information concerning the City of San Diego (the “City”) and the County of San Diego (the “County”) is presented as general background data. The 2025 Bonds are not an obligation of the City, the County, the State of California or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor. The 2025 Bonds are payable solely from the sources described in the Official Statement. Certain information provided in this Appendix D predates the COVID-19 pandemic and such information for more recent fiscal years and calendar years which is not yet available may be materially different from prior years*

#### Population

The following table provides a comparison of population growth for the City and the County between 2020 and 2024.

**TABLE NO. D-1  
POPULATION  
2020 - 2024**

<i>Year (January 1)</i>	<i>San Diego</i>	<i>San Diego County</i>
2020	1,421,462	3,331,279
2021	1,377,960	3,286,880
2022	1,375,687	3,278,730
2023	1,383,623	3,290,423
2024	1,385,379	3,291,101

Source: State of California, Department of Finance, CA; E-4 Population Estimates for Cities, Counties and the State, 2011-2020, with 2010 Benchmark, Sacramento, CA for 2020; E-4 Population Estimates for Cities, Counties and the State, 2020-2023, with 2020 Benchmark, Sacramento, CA for 2021-2024.

## Employment and Industry

The following table summarizes the civilian labor force, civilian employment and civilian unemployment figures over the period from 2019 through 2023 in the City, the County, the State of California and the United States.

**TABLE D-2**  
**City of San Diego, County of San Diego, State of California and United States**  
**Labor Force, Employment and Unemployment**  
**Yearly Average**

<i>Year and Area</i>	<i>Civilian Labor Force</i>	<i>Civilian Employment<sup>(1)</sup></i>	<i>Civilian Unemployment<sup>(2)</sup></i>	<i>Civilian Unemployment Rate<sup>(3)</sup></i>
2019				
San Diego	717,900	695,600	22,300	3.1%
San Diego County	1,583,600	1,532,200	51,400	3.2
California	19,409,400	18,612,600	796,800	4.1
United States <sup>(4)</sup>	163,539,000	157,538,000	6,001,000	3.7
2020				
San Diego	701,100	636,900	64,200	9.2%
San Diego County	1,547,300	1,401,900	145,400	9.4
California	18,931,100	16,996,700	1,934,500	10.2
United States <sup>(4)</sup>	160,742,000	147,795,000	12,947,000	8.1
2021				
San Diego	701,300	657,700	43,700	6.2%
San Diego County	1,547,800	1,447,500	100,300	6.5
California	18,923,200	17,541,900	1,381,200	7.3
United States <sup>(4)</sup>	161,204,000	152,581,000	8,621,000	5.3
2022				
San Diego <sup>(5)</sup>	--	--	--	--%
San Diego County	1,589,600	1,534,800	54,700	3.4
California	19,252,000	18,440,900	811,100	4.2
United States <sup>(4)</sup>	263,973,000	158,291,000	5,996,000	3.6
2023				
San Diego	724,500	697,100	27,400	3.8%
San Diego County	1,596,400	1,534,400	62,000	3.9
California	19,308,300	18,388,300	920,000	4.8
United States <sup>(4)</sup>	266,942,000	161,037,000	6,080,000	3.6

Note: Data is not seasonally adjusted.

<sup>(1)</sup> Includes persons involved in labor-management trade disputes.

<sup>(2)</sup> Includes all persons without jobs who are actively seeking work.

<sup>(3)</sup> The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

<sup>(4)</sup> Not strictly comparable with data for prior years.

Source: California Employment Development Department, *March 2024 Benchmark* and U.S. Department of Labor, Bureau of Labor Statistics.



The following table sets forth the industry employment and the labor force estimates for the years 2019 through 2023 for the San Diego-Carlsbad MSA. Annual industry employment information is not compiled by sector for the City.

**TABLE D-3  
SAN DIEGO CARLSBAD MSA  
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE  
2019 through 2023**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Civilian Labor Force	1,580,800	1,544,300	1,544,400	1,578,500	1,596,400
Civilian Employment	1,529,400	1,399,300	1,444,300	1,523,300	1,534,400
Civilian Unemployment	51,400	145,000	100,100	55,200	62,000
Civilian Unemployment Rate	3.3%	9.4%	6.5%	3.5%	3.9%
 Total Farm	9,700	9,200	9,000	9,600	9,500
Total Nonfarm	1,503,100	1,385,800	1,442,100	1,531,200	1,552,100
Total Private	1,254,500	1,148,700	1,204,200	1,284,600	1,300,800
Goods Producing	200,000	195,400	198,500	204,900	205,300
Mining & Logging	400	300	300	400	300
Construction	84,000	81,300	83,800	87,600	89,800
Manufacturing	115,700	113,800	114,400	116,900	115,100
Service Providing	1,303,100	1,190,400	1,243,500	1,326,300	1,346,800
Trade, Transportation & Utilities	224,000	207,800	216,800	222,400	223,100
Wholesale Trade	44,000	41,300	42,100	43,700	43,200
Retail Trade	145,600	133,200	137,600	138,600	139,000
Transportation, Warehousing & Utilities	34,300	33,300	37,100	40,100	40,800
Information	23,500	22,100	21,500	22,100	21,900
Financial Activities	76,500	74,800	76,200	76,900	72,700
Professional & Business Services	255,800	248,300	265,300	282,500	276,000
Private Education & Health Services	216,600	210,900	216,700	228,300	243,200
Leisure & Hospitality	201,700	144,800	161,600	193,100	201,600
Other Services	56,400	44,800	47,500	54,400	57,100
Government	<u>248,600</u>	<u>237,100</u>	<u>237,900</u>	<u>246,600</u>	<u>251,300</u>
Total, All Industries	1,512,800	1,395,000	1,451,100	1,540,800	1,561,500

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, *San Diego Carlsbad MSA (San Diego County) Industry Employment & Labor Force - by Annual Average, March 2023 Benchmark*.

The following table lists the principal employers operating within the City and their respective number of employees as of June 30, 2024:

**TABLE NO. D-4  
PRINCIPAL EMPLOYERS IN CITY OF SAN DIEGO  
JUNE 30, 2024**

<i>Employer</i>	<i>No. of Employees</i>	<i>Type of Business/Product</i>
Naval Base San Diego	40,472	Education
University of California, San Diego	39,688	Government
Sharp Health Care	20,139	Healthcare
County of San Diego	18,939	Government
San Diego Unified School District	17,225	Healthcare
Scripps Health	14,732	Education
City of San Diego	13,408	Government
Qualcomm Inc.	10,124	Technology
Kaiser Permanente	7,687	Healthcare
Northrop Grumman Corp	6,639	Corporation

Source: City of San Diego, Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

#### **Income**

The following table summarizes per capita personal income for San Diego County, California and the United States for 2011 through 2023.

**TABLE NO. D-5  
PER CAPITAL PERSONAL INCOME  
2011 - 2023**

<i>Year</i>	<i>San Diego County</i>	<i>State of California</i>	<i>United States</i>
2011	\$46,118	\$45,508	\$42,650
2012	47,707	47,793	44,238
2013	48,653	48,074	44,402
2014	50,923	50,619	46,289
2015	53,366	53,816	48,062
2016	55,082	55,862	48,974
2017	56,977	58,214	51,006
2018	59,022	60,984	53,311
2019	62,058	64,219	55,567
2020	67,569	70,098	59,123
2021	73,084	76,882	64,460
2022	74,476	76,941	66,244
2023	79,122	81,255	69,810

Note: Per capita personal income is the total personal income divided by the total mid-year population estimates Last updated: February 20, 2025. All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis. CAINCI County and MSA personal income summary: personal income, population, per capita personal income (accessed Thursday, February 27, 2025)

## Commercial Activity

The following Table sets forth taxable transactions in the City for calendar years 2019 through 2023.

**TABLE D-6**  
**CITY OF SAN DIEGO**  
**TAXABLE TRANSACTIONS**  
**Calendar Years 2019 through 2023<sup>(1)</sup>**  
**(In Thousands)**

	2019	2020	2021	2022	2023
Retail and Food Services					
Clothing and Clothing Accessories	\$ 1,928,007	\$ 1,182,539	\$ 1,895,916	\$ 2,167,040	\$ 2,155,533
General Merchandise	1,722,070	1,530,207	1,823,348	2,011,311	1,979,763
Food	1,140,809	1,213,776	1,250,946	1,317,823	1,303,206
Eating and Drinking	4,711,805	2,934,483	4,420,223	5,620,278	5,822,884
Home Furnishings and Appliances	1,138,187	1,030,204	1,234,739	1,518,280	1,297,159
Building Materials	1,094,514	1,172,196	1,276,380	1,331,525	1,282,876
Motor Vehicles and Parts	2,876,886	2,762,935	3,726,839	3,236,281	2,910,702
Gasoline Stations	1,738,773	1,309,673	1,807,736	2,147,379	1,935,632
Other Retail Stores	<u>1,904,751</u>	<u>1,902,447</u>	<u>2,232,497</u>	<u>2,544,178</u>	<u>2,502,006</u>
Total Retail and Food Services	\$18,255,804	\$15,038,462	\$19,218,625	\$21,894,095	\$21,249,762
All Other Outlets	<u>7,339,763</u>	<u>6,151,701</u>	<u>7,858,185</u>	<u>9,631,730</u>	<u>9,692,973</u>
TOTAL ALL OUTLETS <sup>(1)</sup>	<u>\$25,595,567</u>	<u>\$21,190,163</u>	<u>\$27,076,810</u>	<u>\$31,525,825</u>	<u>\$30,942,735</u>

<sup>(1)</sup> Line items may not add to totals due to independent rounding.

Source: California Department of Tax and Fee Administration ("CDTFA"), CDTFA Open Data Portal 2019-2023. Last Updated December 20, 2024

## Building Activity

The following table summarizes building activity valuations for San Diego for the years 2019 through 2023.

**TABLE NO. D-7**  
**CITY OF SAN DIEGO**  
**BUILDING ACTIVITY AND VALUATION**  
**2019-2023**  
**(Dollars in Thousands)**

	2019	2020	2021	2022	2023
Valuation					
Residential	\$ 932,823	\$1,156,578	\$1,286,339	\$ 940,935	\$ 667,836
Non-Residential	<u>1,344,409</u>	<u>1,172,262</u>	<u>1,119,795</u>	<u>848,739</u>	<u>772,943</u>
Total	\$2,277,232	\$2,328,840	\$2,406,134	\$1,789,674	\$1,440,779
Units					
Single Family	798	577	708	627	459
Multiple Family	<u>2,791</u>	<u>4,157</u>	<u>3,725</u>	<u>3,774</u>	<u>5,058</u>
Total	3,589	4,734	4,433	4,401	5,517

Note: Totals may not add to sum due to rounding.

*Source: Construction Industry Research Board.*

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, premium, if any, accreted value and interest on the 2025 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2025 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2025 Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, redemption price and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. If applicable, a Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to tender/remarketing agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to tender/remarketing agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to tender/remarketing agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE 2025 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2025 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

**APPENDIX F**

**SAN DIEGO COUNTY TREASURER'S  
STATEMENT OF INVESTMENT POLICY**



**APPENDIX G**  
**COUNTY INVESTMENT POOL MONTHLY REPORT**

## **APPENDIX H**

### **SPECIMEN MUNICIPAL BOND INSURANCE POLICY**



# **CURRICULUM AND INSTRUCTION**

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** LICENSE AGREEMENT WITH AMIRA LEARNING AS THE READING  
DIFFICULTIES RISK SCREENER

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## BACKGROUND INFORMATION:

Education Code Section 53008 will require all Local Educational Agencies (LEAs) to assess students from kindergarten to grade two for risk of reading difficulties with a screener(s) commencing no later than the 2025-26 school year. There are four (4) state approved screeners, which are: ▪ Amira Learning from HMH, ▪ myCLASS with DIBELS from Amplify Education, ▪ Multitudes/UC San Francisco, Dyslexia Center and ▪ Rapid Online Assessment of Reading (ROAR) from Stanford University

Following the recommendation from the State, our District created a committee formed by teachers and administrators to review the different screening instruments approved by the Reading Difficulties Risk Screener Selection Panel. After reviewing the four different options, our committee selected Amira Learning.

Educational Services is requesting approval to enter into a license agreement with Amira Learning to implement the Amira – CA Dyslexia PD Bundle as the Reading Difficulties Risk Screener during the 2025-26 school year.

The term of this license agreement is one year, and it includes the following:

- English and Spanish Assessment licenses for grades K-2
- English and Spanish Tutoring (K-2)
- Unlimited teacher and administrator licenses
- Access to asynchronous training library
- Customer Success Management (CSM) Support
- Amira Professional Development Subscription

## RECOMMENDATION:

Approve the license agreement with Amira Learning as the Reading Difficulties Risk Screener to assess students in grades Kindergarten through second during the 2025-26 school year at the cost of \$25,380.00 from the Literacy Screenings Professional Development State funding.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

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☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

**\$25,380.00**

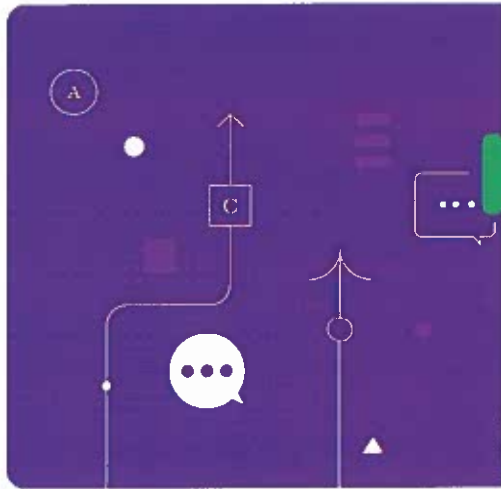
(Amount)

**Literacy Screening PD State fund**

(Name of funding source and/or location)

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



THE INTELLIGENT  
**Growth Engine**

## Quote

**Amira Q-71389**

## Prepared For

San Ysidro Elementary School District  
4350 Otay Mesa Rd  
ACCOUNTS PAYABLE  
San Ysidro, CA, 92173-1685

## Your Amira Partner

Ricardo Ruiz  
Senior Account Executive  
[ricardo.ruiz@amiralearning.com](mailto:ricardo.ruiz@amiralearning.com)

Quote: Q-71389

Prepared For: San Ysidro Elementary School District

Expires On: 7/31/2025

**Amira - CA Dyslexia PD Bundle (K-2) - \$20 per Student**

English and Spanish Assessment Licenses (K-2)  
English and Spanish Tutoring (K-2)  
All Reports  
Unlimited teacher and administrative licenses  
Access to asynchronous training library  
Customer Success Management (CSM) Support

Amira Professional Development Subscription:  
Live, Virtual Professional Development:

Three webinars

1) Introduction to Amira

2) Administering the Amira Screener

3) Interpreting Amira Data

Two virtual "office hours" per year are provided, offering valuable live training sessions for educators to learn about Amira's capabilities, how to administer the instrument, best practices, and how to understand and use the screening data.

(1) District Leadership Implementation Webinar and (1) District Leadership Data Review Webinar

Asynchronous On-Demand Training and Resources

These resources are included with the purchase at no additional cost, allowing educators to access training materials and modules at their convenience, supporting flexible and self-paced professional development.

On-Demand User Support

QTY	Product	Campus	Start Date	Months	Sales Price
1269	Amira - CA Dyslexia PD Bundle (K-2)	District Wide	7/01/2025	12	\$25,380.00

Quote: Q-71389

Prepared For: San Ysidro Elementary School District

Expires On: 7/31/2025

Start Date: 7/01/2025

Term: 12

End Date: 6/30/2026

List Amount	\$25,380.00
Tax Amount	\$0.00
Customer Total	\$25,380.00

**Disclaimer:** Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

Quote: Q-71389

Prepared For: San Ysidro Elementary School District

Expires On: 7/31/2025

- Email your Purchase Order, including the provided quote number, to [orders@amiralearning.com](mailto:orders@amiralearning.com).
- Digitally sign the contract provided upon commitment with your Amira partner.

Amira Terms of Use: <https://amiralearning.com/amira-terms>

Amira Privacy Policy: <https://amiralearning.com/amira-privacy>

Istation Terms of Use: <https://amiralearning.com/istation-terms>

Istation Privacy Policy: <https://amiralearning.com/istation-privacy-policy>





# Amira Terms and Conditions

*Last Updated: August 2023*

The following Amira Terms and Conditions (these “Terms”) apply to the purchase of all Amira Products, Services and Pilots. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that Amira is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

In addition to these Terms, the [Privacy Policy](https://amiralearning.com/privacy-policy.html) at <https://amiralearning.com/privacy-policy.html> (the “Privacy Policy”) applies to how AMIRA may process information provided as part of the Products. Customer acknowledges and agrees that by accessing or using the Products, AMIRA may receive certain information about Customer and/or Participants, including personal information, as set forth in the Privacy Policy, and AMIRA may collect, use, disclose, store, share, and process such personal information in accordance with such Privacy Policy.

## GENERAL TERMS APPLICABLE TO ALL PRODUCTS

**CONTRACT.** The ordering or acceptance of any Products purchased from Amira Learning Inc. (AMIRA) or its applicable subsidiaries or affiliates (collectively, “AMIRA”) by any purchaser (each a “Customer”) shall constitute an agreement to these standard terms and conditions set forth herein (the “Terms”). These Terms, together with the terms and conditions published by AMIRA in the AMIRA Order Document(s) (if applicable to Customer’s purchase) collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both AMIRA and Customer. Any contrary or inconsistent terms to these Terms appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on AMIRA.

**1. BILLING AND PAYMENT.** All amounts owing from Customer to AMIRA with respect to any Products purchased from AMIRA are due within thirty (30) days of the date set forth on AMIRA’s invoice. Accounts must be current before subsequent shipments will be made. Past due accounts are subject to a one percent (1%) monthly finance charge.

**2. PRICES AND TERMS.** AMIRA’s list prices and other terms shown are subject to change, with a ninety (90) days’ written notice to the Customer prior to the change.

**3. CUSTOMER RETURNS.** All Software is sold on a non-refundable basis.

**4. TAXES.** Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the net income of Amira as applicable. AMIRA shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless AMIRA against all losses, penalties, interest, and expense (including reasonable attorneys’ fees) arising out of any claims relating to such liability for taxes.

**5. COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws and regulations applicable to the purchase and use of Products and/or the resale of Products.

**6. AMIRA’S INTELLECTUAL PROPERTY RIGHTS.** The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of AMIRA or its licensors and is protected by copyright and other intellectual property rights. And that except for the limited license rights expressly provided herein, Amira Learning and its suppliers have and will retain all rights, title and interest in and to the Software (including all intellectual property rights) and all copies, modifications and derivative works thereof (including as may reflect any suggestions or feedback received from Customer). Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

**7. CONFIDENTIAL INFORMATION.** Each party (“Receiving Party”) agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Amira Learning (or its agents), performance information relating to the Software, and the terms and conditions of this Agreement will be deemed Confidential Information of Amira Learning without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to

know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 8 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 7. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief.

8. Any subscription to software under these Terms is for the time period or term listed in the applicable AMIRA Order Document(s). If Customer wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

9. Any software subscribed to under these Terms is to be hosted by or through AMIRA. Any AMIRA software product Customer wishes to self-host would be considered a new transaction, and separate agreements and fees are to be negotiated. In the case of Software Product that are self-hosted in whole or in part, upon expiration or termination of the applicable subscription term, Customer must immediately cease using the Software Product, delete or destroy any copies of the Software Product and, if requested, confirm to AMIRA that the Customer has complied with these requirements.

10. Customer acknowledges that Software Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.

11. Customer may not: (1) re-sell, rent or lease a Software Product or any part of it; (2) copy any part of a Software Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Software Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Software Product, or deploy a Software Product on more devices or at more sites, than are authorized by these Terms and the applicable the AMIRA order form, or (5) sub-license the Software Products except as permitted by AMIRA in item 12 below.

12. AMIRA acknowledges that Customer will link to the web-based Software Products as a feature in Customer's product, in which AMIRA gives express and irrevocable authorization to use, therefore, not representing breach in Amira's Intellectual Property Rights or Confidential Information.

13. As noted in the AMIRA Privacy Policy, the Customer has full ownership of the audio of Customer's student, as to Customer develop its material and product, as well as to utilize it on Customer's marketing. It is the Customer's responsibility to manage any student privacy concerns related to Customer's use of the data.

14. Customer will own any tangible media (e.g., CD, DVD, tape, etc.) on which Software Product(s) are supplied.

15. In connection with Customer's use of Software Products, see AMIRA's Privacy Policy. Please note that in some instances there are other specific privacy policies that may apply to certain AMIRA Software Products. In such cases, you should refer to the applicable privacy policy for that Software Product(s).

16. To protect the privacy of clients, only the first name and first initial of each client will be provided to Amira Learning.

17. **PURCHASE AUTHORIZATION.** By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

18. **EQUAL OPPORTUNITY CLAUSE.** AMIRA does not and Customer shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental disability.

19. **FORCE MAJEURE.** AMIRA shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

20. **ASSIGNMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement (or any part thereof) without the advance written information of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except if notified under this Section 19 will be null and void.

21. **SOLVENCY.** By ordering and accepting delivery of Products, Customer represents to AMIRA that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, Customer shall immediately return all such Products to AMIRA, and any and all Products in route to Customer at such time shall be returned immediately upon Customer's receipt thereof. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

22. **CLAIMS.** All claims relating to any shipment and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.

23. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless AMIRA and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all losses, costs and expenses (including reasonable outside attorneys' fees and expenses) incurred in defending any claim, judgment or proceeding relating to or arising out of: (a) Customer's breach or alleged breach of its representations, warranties, obligations and agreements contained in these Terms; and/or (b) the distribution, resale and promotion of Products by Customer

24. **DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY.** ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SOFTWARE PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SOFTWARE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF SOFTWARE PRODUCTS. IN NO EVENT SHALL AMIRA BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

25. **SEVERABILITY.** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.

26. **GOVERNING LAW; JURISDICTION AND VENUE.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

27. **EXPORT.** Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Software Products and related services (including technical data) and any Software Products deliverables provided to Customer by AMIRA, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

28. **CERTAIN DEFINITIONS.** "Product(s)" professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Customer may acquire from AMIRA. Products may include either Software Products, Print Products, other Physical Products or both. "Software Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Software Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Software Product(s) delivered to Customer, and any other physical copies of Products.

## GENERAL TERMS APPLICABLE TO ALL SERVICES

The ordering or acceptance of any Services (defined below) purchased from Amira Learning Inc. (AMIRA) or its applicable subsidiaries or affiliates (collectively, "AMIRA") by any customer (each a "Customer") shall constitute an agreement to these standard terms and conditions set forth herein. These terms, together with any exhibits, attachments, Order Documents, and other referenced or linked documentation, the "Agreement," collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both AMIRA and Customer. Any contrary or inconsistent terms to this Agreement appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on AMIRA.

### 1. Definitions. Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

- a. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder.
- b. "AMIRA Materials" means any and all materials provided by AMIRA in the course of delivering the Services, including without limitation, documentation, training materials, professional development materials, program and technical implementation materials, PowerPoints, handouts, books, and webinars.
- c. "Participant(s)" means affiliates or employees of the Customer who will be engaging in the Services being provided by AMIRA.
- d. "Order Document(s)" means the AMIRA cost proposal or AMIRA quotation, order form and the Agreement.
- e. "Purchase Order" means purchase order or other Customer ordering document.
- f. "Services" means the services specified in the purchase order or other ordering documents or Statement of Work(s), which may include training, professional development, coaching, "Getting Started" and implementation training, software integration, software implementation, software development and other engineering work performed by AMIRA for Customer as agreed to by the parties, under this Agreement.
- g. "Services Date" means a date on which Services are scheduled to be delivered.
- h. "Term" means either
  - i. for Services invoiced upon delivery of the Service, the earlier to expire of (x) the Customer's funding for such Services or (y) twenty-four months from the date of acceptance of this Agreement; or
  - ii. for Services billed in advance of delivery and paid within thirty (30) days after receipt of an invoice, the Term shall be twenty-four months from the date of the acceptance of this Agreement.

Under extraordinary circumstances and upon mutual written consent of AMIRA and Customer, the original term-month Term may be extended for an additional twelve-month period up to the expiration date of the Customer's funding.

**2. Purchase Order and Payment Terms.** Purchase Order. At least thirty (30) days prior to the first date of Services, Customer shall provide AMIRA with a Purchase Order. If Customer's purchase practice is not to provide a Purchase Order, Customer agrees that it shall sign a Services Summary or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by AMIRA.

a. Services Logistics Detail. No less than thirty (30) days before a Services Date, Customer shall provide to AMIRA the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of Participants for each day of Services to be delivered. AMIRA reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by AMIRA, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

b. Payment Terms. Unless an alternative billing schedule has been agreed to by the parties, all fees are due and payable no later than thirty (30) days after each consulting day is delivered and invoiced or thirty (30) days after receipt of an invoice for Services billed in advance of delivery. Late payments shall be subject to a 1% monthly finance charge.

**3. Services Delivery Dates: Scheduling, Rescheduling and Cancellation.** Dates To Be Determined. Dates "to be determined" ("TBD Dates") must be delivered within the Term of this Agreement. Fees paid for any TBD Dates not consumed within the Term will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact AMIRA at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. AMIRA cannot guarantee availability of dates for specific consultants.

a. Date Changes/Rescheduling.

- i. Services Dates, once scheduled, may be changed only upon the mutual agreement of AMIRA and the Customer. In addition to rescheduling fees, any change to the dates or the type of Services herein may change the fees that will be charged.
- ii. Any date change requests must be received by AMIRA from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within the Term of this Agreement. All rescheduled Services Dates not consumed within the Term of this Agreement will be forfeited by the Customer and no refund of any prepaid fees shall be given.

iii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse AMIRA 100% of any out-of-pocket travel or other ancillary costs spent by AMIRA in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

**b. Cancellation.**

i. Customer may terminate this Agreement and/or cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date or assignment of the consultant delivering the Services by providing AMIRA no less than thirty (30) days' written notice prior to the Services Date.

ii. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the canceled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the canceled Services.

iii. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the canceled Services.

iv. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.

v. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse only AMIRA 100% of any out-of-pocket travel or other ancillary costs spent by AMIRA in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

c. **Technical Support and Integration Work.** The foregoing rescheduling and cancellation terms may not apply to technical support and integration work. Rescheduling and cancellation terms for such work shall be provided by AMIRA in conjunction with such work.

**4. Force Majeure.** Services may be canceled or rescheduled without penalty by either Customer or AMIRA because of a natural disaster, terrorist attack, act of God, war, civil commotion, strikes, labor disputes, or other unforeseeable circumstance that is beyond the control of either AMIRA or Customer and makes it impossible to hold the scheduled Services.

**5. Confidentiality.** Customer acknowledges that in the course of performing the Services under this Agreement, representatives of AMIRA may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of AMIRA are proprietary and confidential information of AMIRA. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the AMIRA Materials other than the use that is intended by AMIRA through its provision of the Services.

**6. Ownership and Use of Services.** AMIRA owns and retains all right, title and interest in and to AMIRA Materials, software, documentation, training and implementation materials, methodology, names of the Services, all parts of the presentations and other materials provided in connection with AMIRA Services (collectively, "AMIRA IP"). AMIRA grants to Customer a personal, nonexclusive license to use the AMIRA IP for its own non-commercial, incidental use as contemplated herein. Customer and the Participants are strictly prohibited from reproduction or distribution of the AMIRA Materials or AMIRA IP without prior written permission from AMIRA. Customer and Participants may not make use of the AMIRA Materials or AMIRA IP in any manner other than the use intended by AMIRA through its provision of the Services. All data of the Customer is the property of the Customer.

a. The trademarks Amira, Amira Learning, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Amira Learning Inc. with all rights, including reproduction rights and copyrights, reserved to Amira Learning Inc.

b. Customer and its affiliate's trademarks, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Customer and its affiliate companies with all rights, including reproduction rights and copyrights, reserved to Customer and its affiliates.

c. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of AMIRA, and considering the exception given to Customer's product, as stated in item 12 and 13. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity.

**7. Independent Contractor.** AMIRA and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between AMIRA and Customer.

**8. Disclaimer of Warranties and Indemnities; Limitation of Liability.** ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES

AND AGENTS FROM AND AGAINST REASONABLE LOSSES INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF SERVICES BY CUSTOMER IF NOT EXPRESSLY PERMITTED IN THIS AGREEMENT. AMIRA WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SERVICES WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF SERVICES. IN NO EVENT SHALL AMIRA BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA'S AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

9. **GOVERNING LAW; JURISDICTION AND VENUE.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

10. **Entire Agreement and Amendment.** This Agreement, including any attachments or exhibits, other than any terms and conditions applying to the provision of product support and hosting services, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of AMIRA and Customer.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** RENEWAL OF GOGUARDIAN LICENSES FROM CDW-G FOR SAFER  
ONLINE STUDENT ACCESS

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## BACKGROUND INFORMATION:

CDW-G is a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the United States. CDW-G's broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience.

Licenses to be renewed:

- *GoGuardian Teacher:* This is a classroom management platform that provides a view into student's online activity and control over their devices so that teachers can feel comfortable embracing technology in the classroom.
- *GoGuardian Admin:* This will filter and monitor any school device or OS with K-12's most powerful content filter, whether on-site or remote.

The term of this license subscription is for 1 year and cost implications are as follows:  
*GoGuardian Teacher* \$12,000.00 and *GoGuardian Admin* \$23,090.00 for a total of \$35,090.00.

## RECOMMENDATION:

Approve/Ratify the renewal of the GoGuardian licenses from CDW-G as a tool to facilitate safer access to online educational materials at a total cost of \$35,090.00 from the General fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate and Student Well-Being - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

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

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes   ☐ No

☒ Yes   ☐ No

\$35,090.00

(Amount)

General fund

(Name of funding source and/or location)

---

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





Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

TODD LEWIS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHHV385	2/10/2025	GG 1 YEAR	12408780	\$35,090.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">GOGUARDIAN ADMIN+FLEET+DNS+ADDEFLECT</a> Mfg. Part#: GG-ADM1Y-003000 Electronic distribution - NO MEDIA Contract: MARKET	4618	7615889	\$5.00	\$23,090.00
<a href="#">GoGuardian Teacher - subscription license (1 year) - 1 license</a> Mfg. Part#: GG-TCR1Y-000001 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	2400	4159244	\$5.00	\$12,000.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$35,090.00
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**SHIPPING** \$0.00  
**SALES TAX** \$0.00  
**GRAND TOTAL** **\$35,090.00**

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 <b>Phone:</b> (619) 428-4476 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 <b>Phone:</b> (619) 428-4476 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Jeff Polk** | (866) 639-2816 | [jeffpol@cdwg.com](mailto:jeffpol@cdwg.com)

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Manuel Bojorquez,  
Assistant Superintendent of  
Educational Leadership and Pupil  
Services

☐ Informational  
☒ Action

**AGENDA ITEM:** 32<sup>ND</sup> ANNUAL ADELANTE MUJER CONFERENCE

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## BACKGROUND INFORMATION:

The Adelante Mujer Conference is presented annually to expose, motivate, and empower female youth to achieve in school and learn about professional career options available to them through career workshops provided by professional women. Keynote speakers provide introductory speeches which are practical and inspirational. Workshops will focus on law, business, media engineering and medicine, in addition to a variety of other career and social development topics.

Approximately fifty students in grades fifth through eighth and their mothers/guardians from all our schools will attend the Adelante Mujer Conference scheduled for Saturday, April 19, 2025, at the UCSD Campus.

Cost implications include \$15.00 per participant, transportation services and compensation for teachers and/or district chaperones.

## RECOMMENDATION:

Approve the participation of approximately fifty students in grades fifth through eighth and their parents at the 32<sup>nd</sup> Annual Adelante Mujer Conference scheduled for April 19, 2025, at the cost of \$5,000.00 from the General fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal #3: Parent Engagement, Action .3.7 School Community Events Support - Create opportunities for families and students to engage in positive academic and service activities at schools aimed at increasing satisfaction with the educational system and providing support to families (e.g., STEM Fair, Military Families Fair, Resource Fair).

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$5,000.00

(Amount)

General Fund

(Name of funding source and/or location)

---

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

JOIN US FOR THE



# 32ND ANNUAL ADELANTE MUJER CONFERENCE

**Celebrate 32 years of inspiring Latinas,  
through career workshops and presentations.**

**APRIL 19TH, 2025 | SATURDAY @  
UCSD CAMPUS**

**Transportation provided at specific sites for  
Sweetwater Schools Only**

**Registration will open  
January 15 , 2025**

**Sponsored by:**



**Nondiscrimination Statement:** The Sweetwater Union High School District prohibits discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person's actual or perceived age, ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics. For questions or complaints, contact Equity Compliance Officer, Dr. Vernon Moore at 1130 Fifth Avenue, Chula Vista, CA 91911, (619) 691-5564, [vernon.moore@sweetwaterschools.org](mailto:vernon.moore@sweetwaterschools.org); Title IX Coordinator, Robert Hughes at 670 L Street, Suite G, Chula Vista, CA 91911, (619) 600-4900, [compliance@sweetwaterschools.org](mailto:compliance@sweetwaterschools.org); and Section 504 Coordinator Sonila Picos at 1130 Fifth Avenue, Chula Vista, CA 91911, (619) 691-5564, [sonila.picos@sweetwaterschools.org](mailto:sonila.picos@sweetwaterschools.org).

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Willow Elementary  
Myrna Cerda, Principal

☐ Informational  
☒ Action

**AGENDA ITEM:** STORYJUMPER EDUCATIONAL ONLINE TOOL

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### BACKGROUND INFORMATION:

StoryJumper is a popular tool that allows students, teachers, parents, and authors to create and publish illustrated stories.

This program helps students learn writing strategies, use their imagination, collaborate with others, and share their stories with others. Teachers use this program to create a digital classroom, provide feedback on student work and access a dashboard, classroom features and lesson plan ideas.

The principal at Willow School is requesting approval to use StoryJumper Educational Online Tool during the 2024-25 school year.

### RECOMMENDATION:

Approve the use of StoryJumper Educational Online Tool at Willow Elementary at no cost to the school.

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### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes

☒ No

☐ Yes

☒ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

## StoryJumper Educational Account Agreement

Welcome to our Educational Account! Our Educational Account (“EA”) is an account governed by a set of policies designed to ensure that you - the Educator - remain in control of your student data. This EA Agreement plus our Educator Account Privacy Statement and our Data Security & Breach Statement (collectively “Educator Agreement” or “Agreement”) form the terms of our overall commitment to you when using an EA.

StoryJumper is FERPA, PPRA and COPPA compliant. In fact, we meet the FTC’s best practice standards for COPPA.

Our terms of our Educator Agreement match those used by the [Student Data Privacy Consortium](#). We also meet the best practice standards published by the U.S. Department of Education through their Privacy Technical Assistance Center for model terms of services when using online educational services ([Protecting Student Privacy While Using Online Educational Services: Model Terms of Service](#)).



### I. Nature of Services Provided

Educators can use StoryJumper’s platform and services to create unlimited educational experiences for their students. Our Educational Accounts have access to the StoryJumper content creation services and allow the EA Administrator to pick and choose which services fit their learning plans and serve their educational purposes.

### II. Educator: Rights & Responsibilities

1. **Account Owner & Data Controller.** With an EA, the educator/account administrator (EAA) is the owner of the account and controller of the Student Data within it. StoryJumper, as data processor, will only process the student data as directed by the EAA for the provisioning of services.
2. **Data Minimization.** EAA understands that, as outlined in the Educational Account Privacy Statement, minimal student personal information is needed to provide educational services within an EA. EAA agrees that it is solely responsible for determining and controlling whether to upload and use additional personal information within its EA. This includes information that is provided by its student users.
3. **Provide Data in Compliance With Laws.** EAA agrees to comply with all legal requirements governing the use and disclosure of Student Data, including FERPA, PPRA, IDEA, COPPA plus any state and local guidelines to which the EAA is subject.
4. **Compliance with StoryJumper’s Rules of Conduct & Content Policies.** EAA will ensure that they and their student users will at all times comply with [StoryJumper’s Rules of Content & Content Policies](#).
5. **StoryJumper’s Publishing Services.** As part of a student’s educational experience, an EAA has full access to StoryJumper’s publishing services, allowing them to build lesson plans that include story creation through story publishing.
6. **Secure Usernames & Passwords.** EAA is responsible for securing usernames and passwords, and any other means of gaining access to the account or services and hosted content within it, for the EA and the student users associated with it.
7. **Unauthorized Access Notification.** EAA will promptly notify StoryJumper of any known or suspected unauthorized access. EAA will assist StoryJumper in any efforts to investigate and respond to any unauthorized access.
8. **Refund and Cancellation Policies.** EAA understands and agrees to StoryJumper’s [Refund and Cancellation Policies](#).

### III. Student Data: Ownership & Authorized Access

1. **Student Data.** Student Data includes a data input by the EA about a student and data input by the student, such as stories created by the student.
2. **Ownership.** Student Data or any other Student Records transmitted to StoryJumper pursuant to this Agreement is and will continue to be the property of and under the control of the EAA, or to the party who provided such data (such as the student or parent). StoryJumper further acknowledges and agrees that all copies of such Student Data or any other Student Records transmitted to StoryJumper, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Student Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Student Records contemplated per this Agreement will remain the exclusive property of the EAA. For the purposes of FERPA and state law, StoryJumper shall be considered a School Official, under the control and direction of

the EAA as it pertains to the use of Student Data notwithstanding the above. StoryJumper may transfer student-generated content to a separate account, according to the procedures set forth below.

3. **Parental Access.** EAA will establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, and correct erroneous information, consistent with the functionality of services. All such information is accessed directly within the EA by the EAA. Should there be a case where the EAA needs assistance with the EA for this purpose, StoryJumper will cooperate and assist EAA as needed. In the event that a parent of a pupil or other individual contacts the StoryJumper to review any of the Pupil Records of Student Data accessed pursuant to the Services, StoryJumper will, as reasonably possible, direct the parent or individual to the EAA, who will follow the necessary and proper procedures regarding the requested information.
4. **Separate Account.** The Parties agree that students may request to transfer Student Generated Content to a separate Independent Account to be held by the student or the parent of the student, as determined by our COPPA compliant Children Privacy Policies.
5. **Third Party Requests.** Should a Third Party, including, but not limited to law enforcement, former employees of the EAA, current employees of the EAA, and government entities, contact StoryJumper with a request for data held by the StoryJumper pursuant to the Services, StoryJumper will, as reasonable, redirect the Third Party to request the data directly from the EAA and will cooperate with the EAA to collect the required information.

As reasonably possible, StoryJumper will notify the EAA in advance of a compelled disclosure to a Third Party, unless legally prohibited. StoryJumper will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the EAA or without a court order or lawfully issued subpoena. For clarity, Student Data does not include information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

6. **No Unauthorized Use.** StoryJumper will not use Student Data or information in a Student Record for any purpose other than as explicitly specified in this Agreement.

#### IV. StoryJumper Responsibilities

1. **Privacy Compliant.** StoryJumper will remain compliant with federal legislation, including FERPA, PPRA and COPPA.
2. **Data Collection.** StoryJumper only collects the minimal data required to provide the educational services requested under this Agreement.
3. **"School Official."** To the extent Personally Identifiable Information (as defined in Exhibit A) from Student Records (as defined in Exhibit A) are transmitted to StoryJumper from EAA, StoryJumper will be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the EAA. StoryJumper will be under the direct control and supervision of the EAA with duties as set forth in this Agreement.
4. **Processor & Authorized Use.** Student Data shared pursuant to this Agreement, including persistent unique identifiers, will be used solely to provide the educational services. StoryJumper will not re-disclose Student Data or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, unless it fits into the de-identified information exception in Article IV, Section 6, or there is a court order or lawfully issued subpoena for the information.
5. **Sub-processors.** The EAA understands that StoryJumper will rely on one or more sub-processors to perform services under this Agreement and agrees to share the names of these sub-processors upon request. StoryJumper will enter into written agreements with Sub-processors performing functions pursuant to this Agreement, whereby the Sub-processors agree to protect Student Data in a manner consistent with the terms of this Agreement.
6. **Employee Obligation.** StoryJumper will require employees and agents who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the data shared under this Agreement. StoryJumper will require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data.
7. **No Disclosure.** De-identified information, as defined in Exhibit A, may be used by StoryJumper for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Parties agree that StoryJumper cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a



particular grade, twenty students of a particular race, or twenty students with a particular disability. StoryJumper agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless that party agrees not to attempt re-identification and/or re-identification is not possible.

8. **Disposition of Data.** StoryJumper will dispose or delete all personally identifiable data obtained under this Agreement when directed by the EAA and/or the EAA requests account deletion per Article V, Sections 2 & 3. Disposition will include, as applicable: (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the Agreement. If an account is deemed to be inactive, StoryJumper reserves the right to delete the account and its contents.
9. **No Advertising.** StoryJumper will not use Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client. For clarification, the parties agree that StoryJumper communications that include information such as features, details and special opportunities regarding and/or related to product / services that the student is using represents service-related communications and are not marketing or advertising.
10. **Data Security & Breach Notification.** StoryJumper will provide data security and breach notification as outlined in its [Data Security & Breach Statement](#).

#### V. Term & Termination

1. **Term.** The term of this Agreement is determined by the EAA, unless there is a material breach of these terms by the EAA.
2. **Termination.** EAA may terminate their use of an EA at any time. EAA acknowledges that they have direct control on all Student Data within their EA. Therefore, they may directly delete any / all Student Data within their EA and then request StoryJumper delete the EA. Alternatively, they may request that StoryJumper delete the account, and all information within it, in its entirety. Requests for deletion must be made in writing (email is sufficient) and sent to [privacy@storyjumper.com](mailto:privacy@storyjumper.com).
3. **Data Destruction.** All data within an EA will be destroyed upon a request for deletion, as permitted by law. For clarity, data destruction does not extend to Independent Accounts created and held by students and/or their parent/guardian.

#### VI. Miscellaneous

1. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and may be given by e-mail transmission. The EAA will maintain an up to date email address in their EA contacts for such purposes.
2. **Entire Agreement.** This Agreement, which incorporates our Educational Account Privacy Statement and Data & Security Breach Statement, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
3. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction
4. **Governing Law: Venue & Jurisdiction.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE IN SAN MATEO, CALIFORNIA (USA) AND FEDERAL COURTS LOCATED IN THE NORTHERN DISTRICT OF

CALIFORNIA (USA) COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. **Modifications of this Agreement.** StoryJumper will not change how Student Data is collected, used or shared under this Agreement without advance notice to and consent from the EAA.

## EXHIBIT A

### DEFINITIONS

**De-Identifiable Information (DII):** De-Identification refers to the process by which StoryJumper removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. StoryJumper’s specific steps to de-identify the data will depend on the circumstances and will be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification ensures that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or some student-generated content obtained by reason of the use of StoryJumper’s software, website, service, whether gathered by StoryJumper or provided by EAA or its users, students, or students’ parents/guardians. PII that may be provided to StoryJumper by an EAA or student user includes, without limitation, the following:

EAA Provided:

First Name

Last Name

Email Address

Optional Student User Provided (under supervision of EAA): This would include Student Generated Content that may include: Photos, Videos, Voice Recordings, Text with Personal Identifiers such as Name

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student’s Email

**Student Generated Content:** The term “student-generated content” means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Student Records:** Means both of the following: (1) Any information that directly relates to a student that is maintained by EAA and (2) any information acquired directly from the student through the use of instructional software or applications assigned to the student by the EAA, teacher or other local educational employee.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by StoryJumper or provided by EAA or EA users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data will constitute Student Records for the purposes of this Agreement, and for the purposes of Federal laws and regulations. Student Data does not include information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

**Sub-processor:** For the purposes of this Agreement, the term “Sub-processor” (sometimes referred to as the “Sub-contractor”) means a party other than EAA or StoryJumper, who StoryJumper uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time. For clarity, it does not include information about StoryJumper products or services that may be shared solely based on the content of a web page.

**Third Party:** The term “Third Party” means an entity that is not the StoryJumper or EAA.



## StoryJumper Privacy Statement for Educational Accounts

StoryJumper has been a trusted partner in the classroom for many years. Our goal is to grow that trust and expand the ways in which we support your work as an Educator. This privacy statement will explain how we protect students' privacy when using our services through an Educational Account, including the data we collect, why we collect it and what we do with it.

**Data Security.** When you use a StoryJumper Educational Account, we understand that you own your students' data. Our commitment is to ensure your data and your students' data is secure. You can review our [data security practices here](#).

**No Ads.** There are no ads on StoryJumper.

**Student Data Privacy Compliant. Federal Laws + Industry Standards & Best Practices.** We comply with FERPA, COPPA, PPRA, Student Data Privacy Consortium guidelines, and industry best practices regarding the use of student data.



You can rest assured that we commit to:

- Use and retain student data for educational purposes only
- We do not keep your data for longer than is needed for the purposes listed in this policy
- We only keep your data for as long as your account is open; you can contact us to delete your account and personal data at any time
- Always disclose information we collect, how we use it and whether we share it
- Support access to and correction of student information
- Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks
- Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information
- Not sell student data
- Not use or disclose student data you have provided for targeted marketing or behavioral advertising
- Not build a personal profile of the student other than what is necessary to carry out the performance of the services which you have requested
- Not making material changes to this privacy policy without prominent notice to you; if we do make material changes to the privacy policy, we will notify you via email or with a prominent banner on the site to give you the opportunity to decide if you want to continue using the site

**Transparency.** Below you will find clear, understandable information on data we collect and how we use it.

### Information we collect

An Educational Account is a StoryJumper account created and managed by a school for use by students and educators. When creating this account, the school may provide StoryJumper with certain personal information about its students and educators, which includes a user's name, email address, and password in most cases, but could also include secondary email, username, phone, and address if the school chooses to provide that information. When a school chooses to have students use a link to sign-up as a user on their Educational Account, the information we collect at sign-up may also include date of birth (for COPPA purposes), parent's email, and IP address. StoryJumper may also collect personal information that is supplied directly from users of Educational Accounts, such as profile photo or other information they provide when using our Services.

Based on the use of our website and/or Services, your browser may also send StoryJumper basic information that allows you to use our site, use our Services and/or improve our website. This could include information such as IP address, operating system, and type of device.

### How we use this information for our Educational Account Services

When schools use an Educational Account, they will be provided with access to the full suite of our services, which includes a classroom platform for teachers to manage users, user access to our story creation and collaboration services, access to user stories, the ability to choose to share and publish these stories in a number of ways ("Services"). These Services are provided to a school under our [Educational Account Agreement](#) and our [Data Processing Amendment](#), as applicable.

User personal information collected in an Educational Account is used only to provide our Services.

StoryJumper does not serve third party ads or use personal information collected in the Services for advertising purposes.

## Information we share

The Educational Account administrator is the controller of their account and personal information within it. As such, we do not disclose Information we collect except in very limited circumstances. We do not share personal information with companies, organizations and individuals outside of StoryJumper unless one of the following circumstances applies:

**When directed by administrator or with user consent.** We will share personal information with companies, organizations or individuals outside of StoryJumper when we are directed to do so by an Educational Account administrator (for example, to help them comply with a law enforcement request), and/or have user consent or parents' consent (as applicable). Depending on the circumstances, user consent may require that the user elect to change their account to an Independent Account.

**For external processing required to deliver Services.** When delivering the requested Services, we may provide personal information to our trusted business partners/sub-processors to process it for us in order to deliver the service. These business partners will only process the personal information based on our instructions and in compliance with our Educational Account Privacy Statement and any other appropriate confidentiality and security measures.

**For legal reasons.** Where possible, we will redirect third parties, such as law enforcement, seeking personal information of Educational Account users to request the information directly from the Educational Account administrator. We also commit to notify the Educational Account administrator if we have been compelled to disclose, unless we are legally prohibited. There are also very limited situations where we may disclose personal information if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet one of the following obligations. These obligations are:

- meet any applicable law, regulation, legal process or enforceable governmental request. enforce applicable Educator Agreement, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of StoryJumper, our users or the public as required or permitted by law.

**New ownership.** If the ownership or control of all or part of StoryJumper changes as a result of a merger, acquisition or sale of assets, we may transfer your information to the new owner, provided the new owner is subject to these same commitments for the previously collected student personal information.

## Parental review, correction and deletion of information

Educational Account users who are in Primary/Secondary (K-12) schools. Educational Account users are users who have been enrolled by their school/classroom and access our Services solely through an Educational Account. These accounts and the user data within them are controlled by the school administrator.

Parents of this type of user can access their child's personal information or request that it be deleted through the school administrator.

Student users with an Independent Account. Parents of users who have elected to use their own Independent Account can find information on how either they or their child can review, correct and delete their data. If your child is under 13 years old, see our [COPPA policies](#). If your child is 13 or older, visit our [Independent Account Privacy Statement](#).

**GDPR.** If you reside in a GDPR covered country, please see additional GDPR-related information [here](#).

**Do Not Track.** This website does not support "Do Not Track" requests.

## Interpretation of conflicting terms

This Educational Account Privacy Statement is intended to provide the key information about our collection and use of data for Educational Accounts and their users, and is consistent with the StoryJumper Independent Privacy Statement and the Educational Account Agreement. Where there are terms that differ, the Educational Account Agreement takes precedence, followed by this Educational Account Privacy Statement and then the StoryJumper Independent Privacy Statement.

## Data Privacy Agreements

StoryJumper has already signed many state-level data privacy agreements with school districts who are part of the [Student Data Privacy Consortium \(SDPC\)](#).

You can search the [SDPC database](#) to find our signed agreement for your state and then "hop on" by signing Exhibit E. If you can't find it, [email us](#) and we'll send you a copy of our signed data privacy agreement for your state.

For other data privacy agreement needs, please email us at [privacy@storyjumper.com](mailto:privacy@storyjumper.com), and we'd be happy to work with you.

## Questions?

Questions regarding the management of an Educational Account and related student users and/or their use of personal information must be directed to the administrator of the account. This is usually the school or classroom that the user attends.

Questions about StoryJumper privacy practices and/or this Educational Account Privacy Statement? Contact us at [privacy@storyjumper.com](mailto:privacy@storyjumper.com)

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services,  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

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## 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 for the March 13, 2025, Board meeting:

- A Special Education Leadership & Mentoring Series
- CADA State Convention – Revised
- Crisis Prevention Institute ~ Non-Violent Crisis Intervention Training
- CSC Live 2025
- Empowering Local Implementation: Training of Trainers Session for the English Learner Roadmap
- Expanded Learning FPM and Compliance Workshop
- Long Term English Learner (LTEL) Network Meetings
- May Revision Workshop/School Finance Conference
- Mobile Crisis Response Team in Public Schools
- Physical Education 2.0 - Revised
- School Nutrition Association Annual National Conference
- The Audit Challenge – Updates and New Considerations
- The New EL Roadmap (ELR) Toolkit for School Counselors
- AVID Summer Institute
- CALPADS Special Education Data Spring Roadshow
- CSHA Convergence Conference 2025
- Let's Talk About Reclassification Workshop
- LRP's National Institute
- MEGA Networks Professional Learning Series
- NAFEPa EDGAR Academy
- School Climate Conference

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.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.8 and 1.10 ~ Goal 2: School Culture, Climate, and Student Well-Being – Action: 2.1

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

APPROXIMATE COST

\$54,133.00

(Amount)

General, Medi-Cal, Title I PD, Title I, Title III, KITT  
and CSI Funds

(Name of funding source and/or location)

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

**Professional Development Backup Information – March 13, 2025**

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Oscar Madera	A Special Education Leadership & Mentoring Series	Online	February 13 & 27, 2025  March 6 & 20, 2025	\$199.00	Medi-Cal Fund
Nikole Scarlett, Sarina Hemungkorn, Pedro Fuentez, Emily Macintyre, Lorena Guerrero, Valerie Gonzalez, David Alvarado	AVID Summer Institute	San Diego	June 16-18, 2025  July 15-17, 2025	\$18,300.00  (Teacher compensation, mileage, parking and meals)	Title I PD Fund
Michelle Patterson	CADA State Convention  <i>Revised: Additional participant</i>	San Diego	February 26 – March 1, 2025	\$725.00	Title I Funds
Eugenia Teodoro	CALPADS Special Education Data Spring Roadshow	SDCOE	May 23, 2025	\$0	N/A
Up to 57 participants from all schools	Crisis Prevention Institute (CPI) ~ Non-Violent Crisis Intervention Training	SYSD	TBD	\$4,769.00  (For training materials)	Medi-Cal Fund
Eugenia Teodoro	CSC Live 2025	Stockton, CA	October 1-3, 2025	\$4,000.00	Medi-Cal Fund
Megan Doyel, Jenny Magallon, Ruth Rivera	CSHA Convergence Conference 2025	Pasadena, CA	March 13-16, 2025	\$7,200.00	Medi-Cal Fund

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Maria Rodriguez, Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	Empowering Local Implementation: Training of Trainers Session for the English Learner Roadmap	Online	April 8, 2025	\$0	N/A
Luis Ramos	Expanded Learning FPM and Compliance Workshop	Online	March 20, 2025	\$0	N/A
Oscar Madera, Josefina Villegas	Let's Talk About Reclassification Workshop	Online	March 3, 2025	\$0	N/A
Adriana Aguilar, Carolina Hernandez, Cynthia Mosqueda	Long Term English Learner (LTEL) Network Meetings	SDCOE	March 20, 2025 May 6, 2025	\$150.00 (Mileage)	Title III Fund
Oscar Madera	LRP's National Institute	Phoenix, AZ	April 27-30, 2025	\$4,000.00	Medi-Cal Fund
Gina Potter, Zenaida Rosario, Marilyn Adrianzen, Manuel Bojorquez, Maria Rodriguez, Amber Sances, Daniel Chavez, Katina De Leon, 2 Participants (TBD)	May Revision Workshop  School Finance Conference	Online	May 21, 2025  July 22, 2025	\$4,100.00	General Fund
Maria Rodriguez	MEGA Network's Professional Learning Series	SDCOE	February 4, 2025 May 20, 2025	\$0	N/A

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Oscar Madera, Denise Villezcas, Rick Quintana, Karina Victorino, Josefina Villegas	Mobile Crisis Response Team in Public Schools	Online	March 14, 2025 April 29, 2025	\$0	N/A
Manuel Bojorquez, Luis Ramos, Maria Rodriguez	NAFEPA EDGAR Academy	SDCOE	June 18, 2025	\$1,785.00	Title I PD Fund
Arely Ames	Physical Education 2.0  <i>~ Revised: New Dates, no fees</i>	SDCOE	March 13 & 18, 2025 April 8, 2025 May 8, 2025	\$950.00  (Sub compensation & mileage)	Title I PD Fund
Catherine Bishop, Jennifer Srisouraj	School Climate Conference	Temecula, CA	April 23-25, 2025	\$2,600.00	CSI Fund
Ana Bush, Yesenia Charles, 1 TBD	School Nutrition Association Annual National Conference	San Antonio, TX	July 12-16, 2025	\$5,000.00	KIT Fund
Manuel Bojorquez	The Audit Challenge – Updates and New Considerations	Online	March 13, 2025	\$275.00	General Fund
Edith Arciaga, Lupita Garcia	The NEW EL Roadmap (ELR) Toolkit for School Counselors	SDCOE	May 23, 2025	\$80.00  (Mileage)	Title III Fund



**BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Business Services ☐ Informational  
Marilyn Adrianzen, Chief Business Official ☒ 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 #8 (February 1, 2025 through February 28, 2025): ■ General Fund: 0000012691, 0000012694-0000012695, 0000012697, 0000012699-0000012718, 0000012720-0000012723, 0000012725, 0000012727-0000012747, 0000012749, 0000012751-0000012760, 0000012764-0000012768, 0000012771, 0000012773-0000012780 ■ Child Development Fund: 0000012724, 0000012761-0000012763 ■ Child Nutrition Fund: 0000012692, 0000012769 Building Measure U Fund: 0000012696, 0000012719, 0000012772 ■ Building Measure T Fund: 0000012698, 0000012726, 0000012748, 0000012750.

**RECOMMENDATION:**

Approve/Ratify the purchase orders incurred by the District during the month of February 2025.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$2,989,796.55

(Amount)

As listed above

(Name of funding source and/or location)

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



## PURCHASE ORDER REPORT (02/01/25 - 02/28/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
2/3/2025	0000012691	004045	EDUPOINT EDUCATIONAL SYSTEMS	MAINTENANCE AGREEMENT	0100	0000000	0000	7700	5800006	067	7,025.53
2/5/2025	0000012694	000762	SOUTH BAY FENCE, INC.	MAINTENANCE MATERIALS	0100	8150000	0000	8110	4300007	070	5,307.44
2/5/2025	0000012695	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	4,879.60
2/5/2025	0000012697	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	8,201.13
2/5/2025	0000012699	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	1110	1000	4300001	012	202.47
2/5/2025	0000012700	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATEIRALS	0100	0300312	1110	1000	4300001	012	548.45
2/7/2025	0000012701	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	0000	7200	5800000	071	348,492.00
2/10/2025	0000012702	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	242.27
2/10/2025	0000012703	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	327.14
2/10/2025	0000012704	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3182000	1110	1000	4200000	012	977.96
2/10/2025	0000012705	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	472.97
2/10/2025	0000012706	0000001189	ACCENTCARE HOME HEALTH	PROFESSIONAL SERVICES	0100	9010056	5760	3140	5800010	054	91,000.00
2/10/2025	0000012707	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	5760	1190	4300011	054	260.92
2/10/2025	0000012708	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	1110	1000	4300001	025	578.97
2/10/2025	0000012709	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	5760	1190	4300003	054	1,691.35
2/10/2025	0000012710	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	281.98
2/10/2025	0000012711	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	5760	1190	4300003	054	1,411.92
2/11/2025	0000012712	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	491.22
2/11/2025	0000012713	0000001177	GUARDIAN HELMETS	INSTRUCTIONAL MATERIALS	0100	9010056	5760	1190	4300001	054	168.29
2/11/2025	0000012714	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	929.24
2/11/2025	0000012715	000379	HAWTHORNE MACHINERY	PROFESSIONAL SERVICES	0100	0982000	0000	3600	5600005	074	4,879.60
2/11/2025	0000012716	000379	HAWTHORNE MACHINERY	PROFESSIONAL SERVICES	0100	0982000	0000	3600	5600005	074	8,201.13
2/12/2025	0000012717	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	5760	1190	4300000	054	206.84
2/13/2025	0000012718	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	0000	2100	4300011	061	60.45
2/13/2025	0000012720	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	024	435.77
2/13/2025	0000012721	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0980011	1110	1000	5800018	024	1,872.00
2/13/2025	0000012722	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	2,696.17
2/13/2025	0000012723	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	024	353.37
2/18/2025	0000012725	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3182000	1110	1000	5800006	012	436.97
2/19/2025	0000012727	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	012	2,558.33
2/19/2025	0000012728	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	746.25
2/19/2025	0000012729	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	186.20
2/20/2025	0000012730	004678	AMAZON CAPITAL SERVICES	MEDICAL MATERIALS	0100	0000000	0000	3140	4300010	020	122.80
2/20/2025	0000012731	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0300104	0000	7100	4300011	063	53.88
2/20/2025	0000012731	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0300105	0000	7100	4300011	063	53.88
2/20/2025	0000012732	002037	PERMA BOUND PUB.	INSTRUCTIONAL MATERIALS	0100	3010000	1110	1000	4300006	025	537.54

## PURCHASE ORDER REPORT (02/01/25 - 02/28/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
2/20/2025	0000012733	001161	HOME DEPOT	OFFICE MATERIALS	0100	0000003	0000	7200	4300011	071	107.74
2/20/2025	0000012734	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300412	1110	1000	4300001	012	273.28
2/20/2025	0000012735	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0300112	1110	1000	5600005	012	1,560.00
2/20/2025	0000012736	004678	AMAZON CAPITAL SERVICES	MEDICAL EQUIPMENT	0100	0000000	0000	3140	4300010	024	215.49
2/20/2025	0000012737	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000003	0000	7200	4300011	071	282.26
2/21/2025	0000012738	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL MATERIALS	0100	3182000	0000	2420	4200000	012	963.06
2/21/2025	0000012739	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	2600000	1110	1000	4400000	061	4,541.32
2/21/2025	0000012740	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	63.99
2/21/2025	0000012741	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	6500000	5760	1190	4300001	054	156.55
2/21/2025	0000012742	0000000594	PRC-SALTILLO	CONTRACTED SERVICES	0100	6500200	5760	1190	5800006	054	951.65
2/25/2025	0000012743	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	0000	7550	4300050	073	60.39
2/25/2025	0000012744	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	024	2,087.33
2/25/2025	0000012745	0000001192	THE OHIO STATE UNIVERSITY	LICENSING FEES	0100	0000000	1110	1000	5800006	061	1,750.00
2/25/2025	0000012746	001685	COMPLIANCE POSTER COMPANY	OFFICE MATERIALS	0100	0000000	0000	7400	4300011	062	762.57
2/25/2025	0000012747	0000001000	DAVY ARCHITECTURE INC	PROFESSIONAL SERVICES	0100	9010309	0000	8500	6200015	324	26,500.00
2/25/2025	0000012749	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	012	137.06
2/25/2025	0000012751	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300300	5760	1190	4300001	054	502.60
2/25/2025	0000012752	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	016	1,234.82
2/25/2025	0000012753	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	9010056	5760	1190	4300001	054	2,851.07
2/25/2025	0000012754	0000000816	SOLIAANT HEALTH LLC	PROFESSIONAL SERVICES	0100	6500000	5760	1190	5800010	054	30,000.00
2/25/2025	0000012755	004678	AMAZON CAPITAL SERVICES	OFFICE MATERAILS	0100	0000000	1110	1000	4300001	024	329.64
2/25/2025	0000012756	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0000000	1110	1000	5800055	061	799.97
2/25/2025	0000012756	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	4127000	1110	1000	5800055	061	760.03
2/25/2025	0000012757	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	0000	8100	4300011	070	245.90
2/26/2025	0000012758	003311	SAN DIEGO COUNTY SUPERINTENDEN	PROFESSIONAL SERVICES	0100	4035000	1110	1000	5800010	061	62,500.00
2/26/2025	0000012759	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	1110	1000	4300015	018	500.00
2/26/2025	0000012760	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	1,554.40
2/27/2025	0000012764	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	012	165.74
2/27/2025	0000012765	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	025	373.83
2/27/2025	0000012766	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	5760	1190	4300001	054	344.79
2/27/2025	0000012767	002776	CPI	INSTRUCTIONAL MATERIALS	0100	9010056	5760	1190	4300001	054	5,138.60
2/27/2025	0000012768	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	5760	1190	4300001	054	79.69
2/28/2025	0000012771	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	112.80
2/28/2025	0000012773	0000001194	STEM FUSE, LLC	CONTRACTED SERVICES	0100	4124000	1110	1000	5800006	014	2,250.00
2/28/2025	0000012774	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	998.40
2/28/2025	0000012775	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	5760	1190	4300001	054	609.42

## PURCHASE ORDER REPORT (02/01/25 - 02/28/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
2/28/2025	0000012776	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4124000	1110	1000	4300001	014	1,101.71
2/28/2025	0000012777	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	6,848.19
2/28/2025	0000012778	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	1110	1000	4300001	061	250.85
2/28/2025	0000012779	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	0000	7100	5800002	063	15,036.60
2/28/2025	0000012779	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	0000	7200	5800002	071	2,671.20
2/28/2025	0000012780	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	012	78.19
Total for 0100											674,643.16
2/18/2025	0000012724	002771	SMART & FINAL	REFRESHMENTS	1200	0300120	0001	1000	4300015	076	2,000.00
2/26/2025	0000012761	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	0001	1000	4300001	076	2,823.90
2/26/2025	0000012762	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	0001	1000	4300001	076	2,349.62
2/27/2025	0000012763	001161	HOME DEPOT	CLASSROOM EQUIPMENT	1200	5210000	0001	1000	4400000	076	1,926.90
Total for 1200											9,100.42
2/4/2025	0000012692	000982	SHIRTS UNLIMITED LLC.	OFFICE MATERIALS	1300	5310000	0000	3700	4300019	085	1,758.88
2/27/2025	0000012769	0000001102	HALLOCK DERICKSON DAVIS	CAFETERIA FOODS	1300	5310000	0000	3700	4700001	085	8,605.50
Total for 1300											10,364.38
2/5/2025	0000012696	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	2133	9010317	0000	8500	6200020	318	529.42
2/13/2025	0000012719	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	2133	9010314	0000	8500	6200050	322	4,338.22
2/28/2025	0000012772	0000000204	U.S. BANK NATIONAL ASSOCIATION	PROFESSIONAL SERVICES	2133	9010305	0000	8500	6200070	311	915,230.55
Total for 2133											920,098.19
2/5/2025	0000012698	0000001027	BRIGHTVIEW LANDSCAPE SERVICES	PROFESSIONAL SERVICES	2139	9010312	0000	8500	6200076	320	18,243.40
2/19/2025	0000012726	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2139	9010315	0000	8500	6200015	376	1,240,500.00
2/25/2025	0000012748	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2139	9010309	0000	8500	6200015	312	28,897.00
2/25/2025	0000012750	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2139	9010309	0000	8500	6200015	316	87,950.00
Total for 2139											1,375,590.40
Grand Total											2,989,796.55

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** EXPENDITURE REPORT

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**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 February 1, 2025 through February 28, 2025 with checks #14-252502 through #14-262215 for total expenditure of \$2,901,459.83 from the following sources:

General Fund - \$1,844,624.63  
Child Development Fund - \$9,975.75  
Child Nutrition Fund - \$167,713.10  
Building Fund Prop - \$652,014.42  
Capital Facilities Fund - \$227,131.93

**RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the month of February 2025.

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**2LCAP 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.

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☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

**\$2,901,459.83**

(Amount)

**Various (see above)**

(Name of funding source and/or location)

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

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14252502	KEENAN & ASSOCIATES	2/3/2025	1751.31	0100	CONTRACTED SERVICES
14252503	HORIZON DISTRIBUTORS	2/3/2025	67.08	0100	GROUPS SUPPLIES
14252504	PARKHOUSE TIRE INC	2/3/2025	350.00	0100	TRANSPORTATION SUPPLIES
14252505	NAEHCY	2/3/2025	2500.00	0100	REGISTRATION FEES
14252506	T-MOBILE	2/3/2025	3157.95	0100	CONTRACTED SERVICES
14252507	POLAR ELECTRICAL COMPANY	2/3/2025	38725.80	0100	PROFESSIONAL SERVICES
14252508	HAWTHORNE MACHINERY	2/3/2025	5137.19	0100	CONTRACTED SERVICES
14252509	SCHOOL SPECIALTY	2/3/2025	2054.69	0100	OFFICE SUPPLIES
14252510	REPUBLIC SERVICES	2/3/2025	34028.24	0100	UTILITIES
14252511	RCP BLOCK & BRICK	2/3/2025	179.67	0100	GROUPS SUPPLIES
14252512	YMCA OF SAN DIEGO COUNTY	2/3/2025	210644.56	0100	CONTRACTED SERVICES
14252513	BEST BEST & KRIEGER LLP	2/3/2025	15825.50	0100	LEGAL SERVICES
14252514	AMAZON CAPITAL SERVICES	2/3/2025	7289.85	0100	INSTRUCTIONAL MATERIALS
14252516	FLYERS ENERGY	2/3/2025	3198.02	0100	TRANSPORTATION DIESEL
14253862	FIREWATCH	2/6/2025	3038.00	0100	CONTRACTED SERVICES
14253863	MARK KIRCHER	2/6/2025	109.16	0100	MILEAGE
14253864	U.S. BANK	2/6/2025	2750.00	0100	PROFESSIONAL SERVICES
14253865	PANERA BREAD COMPANY	2/6/2025	538.53	0100	REFRESHMENTS
14253866	ALEXIS DIRCIO	2/6/2025	32.20	0100	MILEAGE
14253867	AMBER SANCES	2/6/2025	14.60	0100	MILEAGE
14253868	ALLIANCE FOR AFRICAN ASSISTANCE	2/6/2025	466.66	0100	PROFESSIONAL SERVICES
14253869	THE STEPPING STONE GROUP	2/6/2025	18934.20	0100	PROFESSIONAL SERVICES
14253870	EMILY N STEWART CONSULTING	2/6/2025	11000.00	0100	CONTRACTED SERVICES
14253872	MICHAEL FERGUSON	2/6/2025	12300.00	0100	PROFESSIONAL SERVICES
14253873	BRIGHVIEW LANDSCAPE SERVICES	2/6/2025	4461.00	0100	CONTRACTED SERVICES
14253875	GREGORY SHERMAN	2/6/2025	607.79	0100	REIMBURSEMENT
14253876	SUNBELT STAFFING	2/6/2025	12500.77	0100	PROFESSIONAL SERVICES
14253878	SARDINA EDUCATIONAL CONSULTING	2/6/2025	285.00	0100	PROFESSIONAL SERVICES
14253879	TANIA ALTAMIRANO	2/6/2025	703.50	0100	MILEAGE
14253880	PURCOR PEST SOLUTIONS	2/6/2025	2342.00	0100	CONTRACTED SERVICES
14253881	DIXIELINE LUMBER CO	2/6/2025	65.12	0100	MAINTENANCE SUPPLIES

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14253882	COURTNEY TIRE SERVICE	2/6/2025	515.19	0100	TRANSPORTATION SUPPLIES
14253883	HAWTHORNE MACHINERY	2/6/2025	4843.29	0100	CONTRACTED SERVICES
14253884	SAFEWAY INC. -VONS DIVISION	2/6/2025	715.01	0100	RESFRESHMENTS
14253885	PENSKE TRUCK LEASING	2/6/2025	576.36	0100	CONTRACTED SERVICES
14253886	EWING IRRIGATION	2/6/2025	1449.06	0100	GROUPS SUPPLIES
14253887	CRISIS PREVENTION INSTITUTE	2/6/2025	1304.84	0100	INSTRUCTIONAL MATERIALS
14253888	IMPERIAL SPRINKLER SUPPLY	2/6/2025	32.21	0100	GROUPS SUPPLIES
14253889	SMART & FINAL	2/6/2025	379.20	0100	INSTRUCTIONAL MATERIALS
14253890	AT&T	2/6/2025	8115.69	0100	UTILITIES
14253891	SAN DIEGO COUNTY SUPERINTENDEN	2/6/2025	5000.00	0100	CONTRACTED SERVICES
14253892	SOUTHWEST SCHOOL & OFFICE	2/6/2025	901.34	0100	INSTRUCTIONAL SUPPLIES
14253893	EDUPOINT EDUCATIONAL SYSTEMS	2/6/2025	7025.53	0100	MAINTENANCE AGREEMENT
14253894	AMAZON CAPITAL SERVICES	2/6/2025	2500.39	0100	INSTRUCTIONAL MATERIALS
14253895	AUTO UPHOLSTERY MASTERS	2/6/2025	2243.30	0100	CONTRACTED SERVICES
14253897	FUN AND FUNCTION, LLC	2/6/2025	1636.60	0100	INSTRUCTIONAL MATEIRALS
14253898	KYA SERVICES LLC	2/6/2025	2218.73	0100	PROFESSIONAL SERVICES
14253899	PROCARE THERAPY	2/6/2025	21967.54	0100	PROFESSIONAL SERVICES
14253900	SOUTH BAY COMMUNITY SERVICES	2/6/2025	75955.00	0100	PROFESSIONAL SERVICES
14255413	CORODATA RECORDS MANAGEMENT, INC.	2/10/2025	197.71	0100	CONTRACTED SERVICES
14255414	P.I.P.S.	2/10/2025	85633.83	0100	PROFESSIONAL SERVICES
14255416	DANNIS WOLIVER KELLEY	2/10/2025	15958.00	0100	LEGAL SERVICES
14255417	THE MUSIC THERAPY CENTER OF CALIFORNIA	2/10/2025	990.00	0100	PROFESSIONAL SERVICES
14255418	LEADERSHIP ASSOCIATES	2/10/2025	6700.00	0100	PROFESSIONAL SERVICES
14255419	NATIONAL CITY TROPHY	2/10/2025	54.38	0100	OFFICE SUPPLIES
14255420	CITY TREASURER	2/10/2025	17759.32	0100	UTILITIES
14255421	STANDARD ELECTRONICS	2/10/2025	887.04	0100	CONTRACTED SERVICES
14255422	OFFICE DEPOT	2/10/2025	7021.88	0100	OFFICE SUPPLIES
14255423	ATKINSON, ANDELSON, LOYA, RUUD	2/10/2025	11144.44	0100	LEGAL FEES
14255424	VALLEY INDUSTRIAL SPECIALTIES	2/10/2025	705.65	0100	MAINTENANCE SUPPLIES
14255425	SAN DIEGO COUNTY SUPERINTENDEN	2/10/2025	100.00	0100	REGISTRATION FEES
14255426	ANYTIME SIGN SOLUTION, INC	2/10/2025	2693.75	0100	MAINTENANCE SUPPLIES

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14255427	EDUPOINT EDUCATIONAL SYSTEMS	2/10/2025	1500.00	0100	CONTRACTED SERVICES
14255428	AMAZON CAPITAL SERVICES	2/10/2025	1232.73	0100	INSTRUCTIONAL MATERIALS
14255429	ALBERTO CARLOS HERRERA	2/10/2025	824.93	0100	CONTRACTED SERVICES
14257011	P.I.P.S.	2/13/2025	348492.00	0100	PROFESSIONAL SERVICES
14257012	BMR HEALTH SERVICES, INC	2/13/2025	40830.00	0100	PROFESSIONAL SERVICES
14257013	CSM CONSULTING INC.	2/13/2025	1500.00	0100	CONTRACTED SERVICES
14257016	ANIXTER INC.	2/13/2025	500.52	0100	MAINTENANCE SUPPLIES
14257018	CSEA	2/13/2025	845.00	0100	REGISTRATION FEES
14257019	JACKSON AND BLANC	2/13/2025	9085.50	0100	CONTRACTED SERVICES
14257020	EDTHEORY LLC	2/13/2025	10550.02	0100	PROFESSIONAL SERVICES
14257021	KYO AUTISM THERAPY, LLC	2/13/2025	54885.72	0100	PROFESSIONAL SERVICES
14257022	SUPERSONIC DETAILING INC	2/13/2025	348.00	0100	CONTRACTED SERVICES
14257023	CANON FINANCIAL SERVICES, INC	2/13/2025	7112.97	0100	CONTRACTED SERVICES
14257024	TIER ONE MECHANICAL, INC	2/13/2025	7981.25	0100	CONTRACTED SERVICES
14257028	ARTREACH	2/13/2025	2000.00	0100	CONTRACTED SERVICES
14257029	RO HEALTH LLC	2/13/2025	5380.20	0100	PROFESSIONAL SERVICES
14257030	QUENCH USA, INC	2/13/2025	60.00	0100	CONTRACTED SERVICES
14257031	ACCENTCARE HOME HEALTH	2/13/2025	21678.80	0100	PROFESSIONAL SERVICES
14257032	SAN DIEGO UNION-TRIBUNE	2/13/2025	1669.97	0100	CONTRACTED SERVICES
14257033	SWEETWATER UNION HIGH	2/13/2025	1950.00	0100	CONTRACTED SERVICES
14257037	PENSKE TRUCK LEASING	2/13/2025	560.45	0100	CONTRACTED SERVICES
14257038	HOME DEPOT	2/13/2025	11585.61	0100	CUSTODIAL SUPPLIES
14257039	PITNEY BOWES	2/13/2025	899.90	0100	CONTRACTED SERVICES
14257040	WILLIAM V. MAC GILL & CO.	2/13/2025	364.39	0100	MEDICAL SUPPLIES
14257041	WILLYS ELECTRONIC SUPPLY CO.	2/13/2025	30.86	0100	TECHNOLOGY SUPPLIES
14257043	PERMA BOUND PUB.	2/13/2025	452.11	0100	INSTRUCTIONAL MATERIALS
14257046	TEAMTALK NETWORK	2/13/2025	437.58	0100	CONTRACTED SERVICES
14257047	PRO POWER	2/13/2025	210.01	0100	GROUPS SUPPLIES
14257049	XEROX CORPORATION	2/13/2025	4256.53	0100	CONTRACTED SERVICES
14258597	PURCOR PEST SOLUTIONS	2/18/2025	400.00	0100	CONTRACTED SERVICES
14258598	PARADIGM HEALTHCARE SERVICES	2/18/2025	3161.11	0100	PROFESSIONAL SERVICES

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14259627	P.I.P.S.	2/20/2025	15000.00	0100	CONTRACTED SERVICES
14259632	WALSH & ASSOCIATES, APC	2/20/2025	12656.66	0100	LEGAL SERVICES
14259633	TIER ONE MECHANICAL, INC	2/20/2025	1292.50	0100	CONTRACTED SERVICES
14259634	POLAR ELECTRICAL COMPANY	2/20/2025	2447.03	0100	CONTRACTED SERVICES
14259636	RANCHO SAN DIEGO NURSERY INC	2/20/2025	567.00	0100	GROUPS SUPPLIES
14259637	SAN YSIDRO SCHOOL DISTRICT	2/20/2025	13037.60	0100	PCARD REEPLENISH
14259639	SPARKLETTES	2/20/2025	708.00	0100	CONTRACTED SERVICES
14259640	TEACHER SYNERGY LLC	2/20/2025	159.98	0100	INSTRUCTIONAL MATERIALS
14260823	SUNBELT RENTALS, INC.	2/24/2025	2418.61	0100	CONTRACTED SERVICES
14260824	AMERGIS HEALTHCARE STAFFING	2/24/2025	61172.00	0100	PROFESSIONAL SERVICES
14260826	MARGARITA MEZA	2/24/2025	132.46	0100	REIMBURSEMENT
14260827	KARLA MONTANEZ	2/24/2025	80.08	0100	MILEAGE
14260832	GABRIELA SIMPSON	2/24/2025	175.62	0100	REIMBURSEMENT
14260833	SAN DIEGO GAS & ELECTRIC	2/24/2025	104153.35	0100	UTILITIES
14260834	ALBERTO CARLOS HERRERA	2/24/2025	726.24	0100	CONTRACTED SERVICES
14262173	P.I.P.S.	2/27/2025	85633.83	0100	PROFESSIONAL SERVICES
14262174	KEENAN & ASSOCIATES	2/27/2025	286.81	0100	CONTRACTED SERVICES
14262175	DENISE VILLEZCAS	2/27/2025	43.71	0100	REIMBURSEMENT
14262176	MARGARITA MEZA	2/27/2025	132.46	0100	REIMBURSEMENT
14262177	ALLIANCE FOR AFRICAN ASSISTANCE	2/27/2025	470.39	0100	PROFESSIONAL SERVICES
14262178	ANIXTER INC.	2/27/2025	149.33	0100	MAINTENANCE SUPPLIES
14262179	WEX BANK	2/27/2025	4944.59	0100	CONTRACTED SERVICES
14262180	CAL PACIFIC TRUCK CENTER ,LLC	2/27/2025	1373.00	0100	CONTRACTED SERVICES
14262181	THE STEPPING STONE GROUP	2/27/2025	40880.15	0100	PROFESSIONAL SERVICES
14262182	SOLIAANT HEALTH LLC	2/27/2025	2940.00	0100	PROFESSIONAL SERVICES
14262183	SPG THERAPY & EDUCATION	2/27/2025	47501.26	0100	PROFESSIONAL SERVICES
14262184	SUN DIEGO CHARTER	2/27/2025	1768.00	0100	CONTRACTED SERVICES
14262185	TANYA KELLER	2/27/2025	7790.00	0100	PROFESSIONAL SERVICES
14262186	KYO AUTISM THERAPY, LLC	2/27/2025	53060.63	0100	PROFESSIONAL SERVICES
14262187	THE BIRCH AGENCY INC	2/27/2025	8372.00	0100	PROFESSIONAL SERVICES
14262188	OPTUM FINANCIAL, INC	2/27/2025	277.20	0100	PROFESSIONAL SERVICES



Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14262189	OPTIMIZON	2/27/2025	1250.00	0100	CONTRACTED SERVICES
14262190	SIGNA DIGITAL SOLUTIONS, INC	2/27/2025	10713.06	0100	CONTRACTED SERVICES
14262194	COURTNEY TIRE SERVICE	2/27/2025	1230.18	0100	CONTRACTED SERVICES
14262195	DUNN-EDWARDS CORP.	2/27/2025	78.10	0100	MAINTENANCE SUPPLIES
14262196	THE INSTITUTE FOR EFFECTIVE	2/27/2025	39846.62	0100	PROFESSIONAL SERVICES
14262197	BUS WEST	2/27/2025	241.72	0100	TRANSPORTATION SUPPLIES
14262198	CALIFORNIA DEPT. OF JUSTICE	2/27/2025	441.00	0100	CONTRACTED SERVICES
14262199	A-Z BUS SALES, INC.	2/27/2025	256.98	0100	CONTRACTED SERVICES
14262200	NAPA AUTO PARTS	2/27/2025	727.22	0100	TRANSPORTATION SUPPLIES
14262201	APPLE INC	2/27/2025	14124.40	0100	INSTRUCTIONAL MATERIALS
14262202	IMPERIAL SPRINKLER SUPPLY	2/27/2025	552.41	0100	GROUPS SUPPLIES
14262203	CALIFORNIA ELECTRIC SUPPLY	2/27/2025	1536.90	0100	MAINTENANCE SUPPLIES
14262205	WALMART	2/27/2025	370.44	0100	REFRESHMENTS
14262206	CABE SD SOUTH COUNTY	2/27/2025	1080.00	0100	REGISTRATION FEES
14262207	SAN DIEGO COUNTY SUPERINTENDEN	2/27/2025	62500.00	0100	PROFESSIONAL SERVICES
14262208	ACE COOLERS INC	2/27/2025	1582.63	0100	CONTRACTED SERVICES
14262209	SAN YSIDRO SCHOOL DISTRICT	2/27/2025	2000.00	0100	PCARD REPLENISH
14262210	VERONICA MEDINA	2/27/2025	218.45	0100	REIMBURSEMENT
14262211	TEAMTALK NETWORK	2/27/2025	437.58	0100	CONTRACTED SERVICES
14262212	OPTIMUM FLOORCARE	2/27/2025	1391.59	0100	CUSTODIAL MATERIALS
14262213	AMAZON CAPITAL SERVICES	2/27/2025	7273.34	0100	INSTRUCTIONAL MATERIALS
14262214	FLYERS ENERGY	2/27/2025	3092.76	0100	TRANSPORTATION DIESEL
14262215	STOTZ EQUIPMENT	2/27/2025	258.93	0100	GROUPS SUPPLIES
<b>Total Fund 01</b>			<b>\$ 1,844,624.63</b>		
14259638	AMAZON CAPITAL SERVICES	2/20/2025	5827.94	1200	INSTRUCTIONAL MATERIALS
14262193	LAKESHORE	2/27/2025	4058.53	1200	INSTRUCTIONAL MATERIALS
14262204	SMART & FINAL	2/27/2025	89.28	1200	REFRESHMENTS
<b>Total Fund 12</b>			<b>\$ 9,975.75</b>		
14253896	DOMINOS PIZZA	2/6/2025	5190.30	1300	CAFETERIA FOODS
14257009	SELECTA INTERNATIONAL	2/13/2025	509.71	1300	CAFETERIA FOODS
14257017	SYSCO SAN DIEGO INC.	2/13/2025	13033.40	1300	CAFETERIA FOODS

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14257026	IMPERIAL DADE WEST COAST	2/13/2025	9276.79	1300	CAFETERIA FOODS
14257034	HOLLANDIA DAIRY INC.	2/13/2025	23624.08	1300	CAFETERIA FOODS
14257035	OFFICE DEPOT	2/13/2025	774.11	1300	OFFICE SUPPLIES
14257036	SHIRTS UNLIMITED LLC.	2/13/2025	1758.88	1300	OFFICE MATERIALS
14257042	LLOYD PEST CONTROL CO.	2/13/2025	301.00	1300	CONTRACTED SERVICES
14257044	CALIFORNIA DEPARTMENT OF	2/13/2025	16.38	1300	CONTRACTED SERVICES
14257045	ACE COOLERS INC	2/13/2025	6930.05	1300	CONTRACTED SERVICES
14257048	AMERICAN PRODUCE DISTRIBUTORS	2/13/2025	11355.50	1300	CAFETERIA FOODS
14259628	GOLD STAR FOODS	2/20/2025	90628.44	1300	CAFETERIA FOODS
14259631	PANERA BREAD COMPANY	2/20/2025	2577.91	1300	CATERING REFRESHMENTS
14260822	ANA BUSH	2/24/2025	99.71	1300	MILEAGE
14260831	YESENIA CHARLES	2/24/2025	36.71	1300	MILEAGE
14262192	WAXIE SANITARY SUPPLY	2/27/2025	1600.13	1300	CAFETERIA SUPPLIES
<b>Total Fund 13</b>			<b>\$ 167,713.10</b>		
14253871	PBK ARCHITECTS INC	2/6/2025	1100.00	2133	CONTRACTED SERVICES
14253874	SWS ENGINEERING, INC	2/6/2025	55200.00	2133	PROFESSIONAL SERVICES
14253877	C BELOW, INC.	2/6/2025	3280.00	2133	PROFESSIONAL SERVICES
14255415	QUALITY CONTROL CONSULTANTS, INC.	2/10/2025	34632.00	2133	CONTRACTED SERVICES
14257010	DEPARTMENT OF GENERAL SERVICES	2/13/2025	529.42	2133	PROFESSIONAL SERVICES
14257014	COLBI TECHNOLOGIES, INC	2/13/2025	44778.70	2133	CONTRACTED SERVICES
14257015	QUALITY CONTROL CONSULTANTS, INC.	2/13/2025	7494.00	2133	CONTRACTED SERVICES
14257025	SCHOOL FACILITY CONSULTANTS	2/13/2025	2877.50	2133	PROFESSIONAL SERVICES
14259629	COLBI TECHNOLOGIES, INC	2/20/2025	43330.00	2133	CONTRACTED SERVICES
14259635	GAFCON PM-CM LLC	2/20/2025	30609.00	2133	CONTRACTED SERVICES
14260825	CONAN CONSTRUCTION, INC	2/24/2025	417053.80	2133	PROFESSIONAL SERVICES
14260828	PLACEWORKS	2/24/2025	588.75	2133	CONTRACTED SERVICES
14260829	VITAL INSPECTION SERVICES INC.	2/24/2025	4840.00	2133	PROFESSIONAL SERVICES
14260830	TWINING CONSULTING, INC	2/24/2025	2901.25	2133	PROFESSIONAL SERVICES
14259630	QUALITY CONTROL CONSULTANTS, INC.	2/20/2025	2800.00	2139	PROFESSIONAL SERVICES
<b>Total Fund 21</b>			<b>\$ 652,014.42</b>		
14257027	VITAL INSPECTION SERVICES INC.	2/13/2025	440.00	2518	PROFESSIONAL SERVICES

Expenditure Report  
2/1/2025-2/28/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14262191	AMERICAN MODULAR SYSTEMS INC	2/27/2025	226691.93	2518	CONTRACTED SERVICES
<b>Total Fund 25</b>			<b>\$ 227,131.93</b>		
Grand total			<b>\$ 2,901,459.83</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

**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 grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students, and staff.

**RECOMMENDATION:**

Accept donations and grants valued at \$1,300.00 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 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

DONATIONS  
\$1,300.00

(Amount)

Cash/Checks Only  
Donations Account

(Name of funding source and/or location)

---

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

## San Ysidro School District 2024 - 2025

[illegible]

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF  
AUTHORITY LIMITS

---

**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and Resolution No. 24/25-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2024-25 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

**RECOMMENDATION:**

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

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

---

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

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION					
March 13, 2025					
	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Image One	To provide the RocketScan software, technical support, and maintenance of equipment for the 2025-26 LCFF Income Survey.	\$8,020.52	General	Adrianzen
2	Marin County Office of Education	To provide advice and assistance in achieving the LCAP goals for 2024-25.	\$2,000.00	General	Bojorquez/Gillchrest
3	San Diego Fire-Rescue Department	To provide Automatic External Defibrillator (AED) and Public Access Defibrillation (PAD) Program. (2025-27)	\$2,000.00	General	Bojorquez/Gillchrest
4	Teens Rise Foundation	To provide an academic, athletic, and wellness program. (2024-25)	N/A	N/A	Bojorquez/Ramos
5	WestEd	To administer the California Healthy Kids Survey. (2024-25)	\$1,500.00	General	Bojorquez

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH IMAGE ONE

---

**BACKGROUND INFORMATION:**

The Local Control Funding Formula (LCFF) in California uses household income data to calculate supplemental grants for students who are considered "high-need". High-need students include those who are English learners, from low-income families, or in the foster system. Local educational agencies (LEAs) use alternative income forms to determine if a student's household income is below the federal poverty level. These forms can be used in place of, or in addition to, federal meal applications.

Rocketscan software is a solution for public school districts that automates the processing of household incomes and free and reduced meal applications. School districts can scan the LCFF income forms into the software system for automated processing, or families can directly enter their information online for increased accuracy.

The District wants to renew the agreement for online services, equipment, license, and maintenance used to process, track, and generate Income Survey Forms for LCFF submittal.

**RECOMMENDATION:**

Approve/Ratify the agreement with Image One for the RocketScan software, technical support, and maintenance of the equipment used to process, track, and generate 2025-26 Income Survey Forms for LCFF submittal in an amount up to \$8,020.52 from the General fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):** N/A

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

Up to

\$8,020.52

(Amount)

General Fund

(Name of funding source and/or location)

---

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



# Sales Proposal



Date: 3/4/2025  
Patricia Caro  
San Ysidro School District  
4350 Otay Mesa Road

Proposal Type  
RS - FORMS

San Ysidro  
CA  
92173

Sales Person Bruce Rouslin  
6202 Benjamin Road, Suite 103, Tampa, FL 3363  
Telephone: 800-956-9000 ext 223  
[brucer@image-1.com](mailto:brucer@image-1.com)

Phone:	619-428-4476	Quote ID #:	
Qty	Description	Price Each	Price Extended
1	RocketSCAN Blank LCFF Applications 2K English bundle inc Digital Design and upload to online website	\$592.84	\$592.84
1	RocketSCAN Blank LCFF Applications 4K Spanish bundle inc Digital Design and upload to online website	\$711.5000	\$711.50
	2025 - 2025 Software Maintenance To be invoiced separately For July 2025	\$6,388.0400	
	Shipping costs calculated by weight and distance after printing		
	Thank You for your business, we appreciate it!		

Terms: NET 30 Est. Shipping: TOTAL: **\$1,304.34**

## Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, and accepts the terms of this agreement. This proposal is an estimate based on the sample you provided to Image One for document imaging and conversion. If subsequent documents submitted for imaging and conversion differ from documents provided in the sample, you will be contacted and the proposal pricing may be adjusted accordingly. Differences include but are not limited to: scope, volume, document condition, and material composition. Should you elect not to move forward with project, you will be invoiced for the work completed and your documents will be returned upon payment of this invoice. Customer agrees to remit payment with in terms and that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month.



Customer Acceptance Signature

Date

Image One Corporation

Marilyn Adrianzen, CBO

Customer Print Full Name, Title

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.



## CONTRACT INVOICE

6202 BENJAMIN ROAD  
SUITE 103 TAMPA, FL 33634-5184  
P: 800-956-9000 F: 813-887-5359

Invoice Number: 346144  
Invoice Date: 05/31/2025

**Bill To:** SAN YSIDRO SCHOOL DISTRICT  
**Business Services**  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

**Customer:** SAN YSIDRO SCHOOL DISTRICT  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
SANYSI	Net 30 Days	06/30/2025	\$ 328.14	\$ 328.14	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
603110-03		\$ 304.54		07/01/2025	06/30/2026
Contract Remarks					

### Summary:

Contract base rate charge for the 07/01/2025 to 06/30/2026 billing period \$304.54 \*  
\*Sum of equipment base charges \$304.54

### Detail:

#### Equipment included under this contract

#### EPSON SCANNER/DS-770 II

Number	Serial Number	Base Charge	Location
06188	X8QC006001	\$304.54	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

\_\_\_\_\_  
Marilyn Adrianzen, CBO Date

For all payments made by credit card a 3.5% fee will be added at the time of payment. To avoid this fee please remit payment via ACH, Check or Wire Transfer. ACH instructions are below. To make payment via credit card, please visit <https://paywithcardx.com/bpl/imageone1>

PLEASE REMIT TO: 6202 BENJAMIN ROAD SUITE 103  
TAMPA, FL 33634

FEIN: 59-3281176

ACH Instructions:  
Bank Name: The Bank of Tampa 5401 W. Waters Avenue Tampa, Florida 33634 (813) 872-1350  
Account Name: Image One Corporation  
Account Number: 61006874  
Routing (ABA) # - ACH: 063108680

Invoice SubTotal	\$304.54
Tax:	\$23.60
Invoice Total	\$328.14
<b>Balance Due:</b>	<b>\$328.14</b>



# CONTRACT INVOICE

6202 BENJAMIN ROAD  
SUITE 103 TAMPA, FL 33634-5184  
P: 800-956-9000 F: 813-887-5359

Invoice Number: 346122  
Invoice Date: 05/31/2025

**Bill To:** SAN YSIDRO SCHOOL DISTRICT  
**Business Services**  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

**Customer:** SAN YSIDRO SCHOOL DISTRICT  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
SANYSI	5/15 Net 75	08/14/2025	\$ 6,388.04	\$ 6,388.04	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
SO3113-12	BLANCA VEGA 619-428-4476 X 3005	\$ 6,388.04		07/01/2025	06/30/2026
Contract Remarks					

## Summary:

Contract base rate charge for the 07/01/2025 to 06/30/2026 billing period \$6,388.04 \*  
\*Sum of equipment base charges \$6,388.04

## Detail:

### Equipment included under this contract

#### ROCKETSCAN/ADD ON LICENSE FOR ONLINE

Number	Serial Number	Base Charge	Location
04904		\$100.80	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

#### ROCKETSCAN/LCFF 1K ADD-ON LICENSE

Number	Serial Number	Base Charge	Location
04903		\$313.37	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

#### ROCKETSCAN/ROCKETSCAN CLOUD

Number	Serial Number	Base Charge	Location
06051		\$2,862.25	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

#### ROCKETSCAN/RS FOR LCFF 2.5K LICENSE

Number	Serial Number	Base Charge	Location
03028		\$1,645.82	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

#### IO/RS FOR LCFF ONLINE MODULE

Number	Serial Number	Base Charge	Location
04836		\$729.95	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

#### ROCKETSCAN/WEB HOSTING

Number	Serial Number	Base Charge	Location
04837		\$735.85	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173



## CONTRACT INVOICE

6202 BENJAMIN ROAD  
SUITE 103 TAMPA, FL 33634-5184  
P: 800-956-9000 F: 813-887-5359

Invoice Number: 346122  
Invoice Date: 05/31/2025

**Bill To:** SAN YSIDRO SCHOOL DISTRICT  
SADEER SAHIB  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

**Customer:** SAN YSIDRO SCHOOL DISTRICT  
4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173

\_\_\_\_\_  
Marilyn Adrianzen, CBO

\_\_\_\_\_  
Date

For all payments made by credit card a 3.5% fee will be added at the time of payment. To avoid this fee please remit payment via ACH, Check or Wire Transfer. ACH instructions are below. To make payment via credit card, please visit <https://paywithcardx.com/bpl/imageone1>

PLEASE REMIT TO: 6202 BENJAMIN ROAD SUITE 103  
TAMPA, FL 33634

FEIN: 59-3281176

ACH Instructions:  
Bank Name: The Bank of Tampa 5401 W. Waters Avenue Tampa, Florida 33634 (813) 872-1350  
Account Name: Image One Corporation  
Account Number: 61006874  
Routing (ABA) # - ACH: 063108680

Invoice SubTotal	\$6,388.04
Tax:	\$0.00
Invoice Total	\$6,388.04
<b>Balance Due:</b>	<b>\$6,388.04</b>

# ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT IMAGE ONE

**THIS DOCUMENT DESCRIBES THE SERVICES TO BE PROVIDED BY IMAGE ONE (IO):**

## **1. ADVANCED EXCHANGE HARDWARE SERVICE**

IO agrees to provide advanced exchange service for the hardware equipment ("Equipment") listed on your invoice for services ("Invoice").

- a) **Maintenance Services:** IO shall, during the contracted period, provide the Customer with a replacement scanner, in advance of receiving the defective unit. For service calls placed before 2:00 pm EST, a replacement scanner will be shipped out the same day with the transit time varying based upon Zip Code and Peak or Non Peak time of year. The defective scanner is returned to Image One. Defective scanners returned to Image One become the property of Image One, and replacement scanners become the property of the customer. IMAGE ONE MAY REQUIRE A VALID CREDIT CARD NUMBER OR A VALID PURCHASE ORDER FOR THE VALUE OF THE REPLACEMENT SCANNER FROM THE CUSTOMER BEFORE SHIPMENT OF THE REPLACEMENT SCANNER WHICH WILL BE CHARGED IN THE EVENT THAT CUSTOMER FAILS TO RETURN TO IMAGE ONE EITHER THE DEFECTIVE SCANNER OR THE REPLACEMENT SCANNER WITHIN FOURTEEN DAYS OF THE DATE THAT CUSTOMER RECEIVES REPLACEMENT SCANNER.
- b) **Freight and Shipping:** Image One will be solely responsible for charges incurred to transport replacement and defective equipment between premises of Image One and the Customer's location. PEAK Response shipping: August through October, Image One will ship free of charge a replacement scanner for arrival the next business day no earlier than 10:30am and no later than 5pm. Exact time of delivery is based on the carrier's service availability for your Zip Code. OFF PEAK Response shipping: November through July Image One will ship free of charge a replacement scanner via three day transit unless Zip code allows faster delivery via Ground service. It is expected that any delivery address is a business address and open for pick-ups and deliveries between the hours of 10:30am and 5pm, Monday through Friday, and excludes weekends and Holidays. Non-mechanical accessories, such as feed trays will not be shipped unless the nature of the problem is related thereof. Customer is required to carefully repackage the defective scanner using the packaging materials that came with the replacement scanner. Image One will assist the customer with the return of the defective scanner at no additional charge. Methods vary by Zip code as well as other factors to be determined per event.
- c) **Procedure:** Upon receipt of the replacement scanner, the customer will carefully unpack the replacement scanner and contact Image One or Reseller technical support for installation instructions. Non-mechanical accessories, such as feed trays will be removed from the defective scanner and installed on the replacement scanner by the customer with assistance from Image One or Reseller technical support.
- d) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

## **2. SOFTWARE SERVICE**

IO agrees to provide maintenance and repair services for the software ("Software") listed on your invoice for services ("Invoice."). Software is referred to as the system ("System").

- a) **Software Maintenance & Support Services:** IO shall, during the contracted period, furnish all service necessary to maintain the System in good working order. IO will provide software support via remote access as part of this agreement. Customer agrees to provide broadband internet connectivity to the System at its expense. IO will provide the software necessary to enable the remote connection. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with IO's local prevailing hourly labor rates.
- b) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of Software installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.
- c) **Response Time:** IO shall respond during IO service hours within 8 business hours of IO's receipt of Customer's service request. Unless otherwise defined on your Invoice, the service hours for IO to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by IO as holidays. FMA support will be provided after hours for platinum maintenance agreements.

- d) **Non-Covered Service:** IO will attempt to respond to all requests for service. If service is provided on Holidays recognized by IO, labor for such non-covered service calls will be chargeable to the Customer in accordance with IO's local prevailing hourly labor rates for such service.

## **2. TERM**

This agreement shall commence on the date of installation and shall continue for a period of 12 months (Initial Term). It will automatically renew for one-year periods unless either party provides written notice of its intention not to renew at least 30 days before the anniversary date of the commencement date.

## **3. SERVICE FEE**

- (a) The fees for the services provided under this Agreement are as detailed in the proposal provided to the Customer by the Service Provider prior to the execution of this Agreement. The annual service fee shall increase up to 10% at the beginning of each renewal term, with the first increase taking effect on the first day of the first renewal period following the initial term. Payment terms as specified in the proposal shall apply.
- (b) If new or additional software is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) If Customer does not make timely payment to IO of any amount payable under this Agreement, then in addition to the remedies available to IO at law or equity or under other provisions of this Agreement, IO may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

## **4. LIABILITIES**

- (a) IO EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) IO WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SOFTWARE OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER IO OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- (c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY IO UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO IO, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING IO.

## **5. EXCLUSIONS**

- (a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, or imaging units, rollers, imprinter ink cartridges or other items identified by the manufacturer as "consumables". This Agreement will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment and/or System, (ii) Customer's unauthorized addition, movement, or changes to the Equipment and/or System, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the Equipment and/or System (as stated in (b) below), (viii) improper installation, repair, or alteration of the Equipment and/or System by anyone other than IO or its agents, (ix) software changes or attempted software changes by persons not authorized by IO, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by IO at IO's prevailing local rates for such services.
- (b) The Customer is responsible for maintaining suitable environmental conditions for the Equipment and/or System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described herein.
- (c) The Customer is solely responsible for maintaining backup copies of images, data and database files. Under no circumstances will IO be liable for any loss of images, data or database files or for the recovery of same.

## **6. FORCE MAJEURE**

If IO's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of IO, IO shall be excused from such performance until the abatement of such causes(s).

## **7. COVENANT NOT-TO-HIRE**

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party.

## **8. TERMINATION**

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.
- (c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

## **9. ASSIGNMENT**

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of IO. IO may assign this contract to any parent company, subsidiary, or affiliate of IO, or in connection with the sale of substantially all of the assets of IO.

## **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida.

## **11. NOTICES**

All notices to IO required or permitted to be given under this Agreement shall be in writing and sent to the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

IMAGE ONE  
6202 Benjamin Road, Suite 103  
Tampa, FL 33634  
Fax: 813-887-5359  
Telephone: 813-888-8288  
Attention: Kathy Bailey

## **12. NON-WAIVER**

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

### 13. COSTS

Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

### 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IO and Customer with regard to Customer's service and maintenance by IO. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of IO and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IO Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Print Name: Marilyn Adrianzen, CBO

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board approved:

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an imaging system solution are not maintained by IO but must be supported by the original equipment manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep OEM Warranty and Support information available.



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH MARIN COUNTY OFFICE OF EDUCATION

**BACKGROUND INFORMATION:**

This agreement is between the Marin County Office of Education acting on behalf of the California Collaborative for Educational Excellence (“CCEE”) and the San Ysidro School District to provide advice and assistance in achieving the Local Control and Accounting Plan (LCAP) goals.

CCEE’s Data Research Learning Network (“DRLN”) is an initiative developed by the CCEE to support local educational agencies’ projects, programs or initiatives through the engagement of the Local Educational Agency (LEA) in a collaborative partnership with the CCEE as the LEA investigates and initially implements programs and initiatives to support student outcomes as aligned in their LCAP goals.

The intent of the DRLN is to provide research and evaluation support through the provision of designated CCEE staff assistance for the purpose of researching and evaluating a particular project, program, or initiative with the goal of helping a selected LEA make informed systematic decisions that result in improved student outcomes.

The term of this agreement is for the 2024-25 school year.

**RECOMMENDATION:**

Approve/Ratify the agreement with Marin County Office of Education to serve as the Administrative Agent for CCEE to provide advice and assistance in achieving the LCAP goals for the 2024-25 school year at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Goal 2: School Culture, Climate, and Student Well-being and Goal 3: Parent Engagement

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☒ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



# MARIN COUNTY

## OFFICE OF EDUCATION

1111 Las Gallinas Avenue  
P.O. Box 4925  
San Rafael, CA 94913-4925

JOHN A. CARROLL  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110  
Fax (415) 491-6625  
[marincoe@marinschools.org](mailto:marincoe@marinschools.org)

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the **San Ysidro School District** (“LEA”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and LEA shall be referred to collectively as “Parties.”

### **Background**

The Legislature and Governor created the CCEE to provide advice and assistance to school districts, county offices of education, and charter schools in achieving their Local Control and Accountability Plan (LCAP) goals.

CCEE’s Data Research Learning Network (“DRLN”) is an initiative developed by the CCEE to support local educational agencies’ projects, programs, or initiatives through the engagement of the local educational agency in a collaborative partnership with the CCEE as the local educational agency investigates and initially implements programs and initiatives to support student outcomes as aligned in their LCAP goals.

The intent of the DRLN is to provide research and evaluation support through the provision of designated CCEE staff assistance for the purpose of researching and evaluating a particular project, program, or initiative, with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes. The intent is not for the CCEE to fund entire local educational agency programs or to support established activities, but to support activities associated with project sustainability.

By engaging in the DRLN, a selected local educational agency is entering into an agreement with CCEE to examine student-level outcomes as a result of district- or school-level activities aimed at improving student academic performance, engagement, or social-emotional well-being. Selected local educational agencies are required to enter into a contract with the CCEE, through its Administrative Agent, the Marin County Office of Education (MCOE), setting forth the particular DRLN’s specific conditions and expectations.

The Parties agree as follows:

### **1. Activities.**

LEA has been selected to engage in the DRLN with CCEE. As part of this DRLN, LEA and CCEE shall do all of the following (“Activities”).

LEA agrees to the following Activities:

- Participate in eight (8) network meeting with designated CCEE staff.
- Participate in eight (8) project-check-ins with designated CCEE staff based on the duration and focus of the project/proposal.
- Participate in monthly reporting of project progress towards final outcomes/deliverables during monthly project-check-ins and/or network meetings.
- Respond to all research inquiries pertaining to the DRLN, in consultation with CCEE, regarding the work within the scope of the DRLN, including, but not limited to, completing all survey and reflection documents, and working with individuals and entities involved in the work to secure their participation.
- Contribute to the development of a final report documenting the activities undertaken under the agreement, and progress towards final outcomes as proposed in the LEA's initial project proposal.
- Acknowledge and affirm that it is solely responsible for ensuring compliance with any and all applicable legal requirements related to the Activities set forth herein.
- Share relevant data pursuant to Section 11 of this Agreement, to measure progress and outcomes as specified in the approved DRLN Impact Matrix.

CCEE agrees to the following Activities:

- Provide research and evaluation support through the provision of designated CCEE staff assistance.

**2. Term.**

The term of this Agreement shall commence **July 1, 2024 and shall continue through June 30, 2025** (the "Agreement Term").

**3. Payment.**

No funds will be provided directly to the LEA for any activities related to the work of the DRLN. CCEE's support to the LEA during this Agreement shall consist of technical assistance and advice from expert consultants, the scope of which shall be determined by CCEE based on the problem of practice and action plan established by LEA and shall be provided/funded directly by CCEE. LEA will be responsible for any costs related to Activities beyond CCEE's technical assistance and expert consultants and for any costs related to Activities beyond the Agreement Term. Due to the year-to-year nature of CCEE's funding, the Administrative Agent/CCEE may only enter contracts for a single fiscal year. Therefore, this Agreement is only for the 2024-2025 fiscal year ending June 30, 2025.

**4. Governing Law.**

This Agreement is made and entered into in the County of Marin, State of California. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction.

**5. Insurance.**

All Parties hereto shall maintain in full force General Liability Insurance with limits of no less than \$2,000,000 per occurrence. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury, and contractual liability coverage for the performance by the covered Party of its respective obligations pursuant to the hold harmless, indemnity, and defense provisions set forth in this Agreement. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request of either Party.

**6. Hold Harmless.**

Administrative Agent/CCEE shall indemnify, defend and hold harmless LEA, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

LEA shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA.

**7. Termination.**

This Agreement may be terminated by either party upon 30 days' prior written notice to the other party stating the effective date of termination.

**8. Force Majeure.**

No Party shall be liable to the other for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the Party's control, making it impossible, illegal, or commercially impracticable for one or any Party to perform its obligations under this Agreement, in whole or in part.

**9. Notices.**

Any notice given to any Party under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the other Party/Parties or email service at the email address(es) listed below, (except for any legal action initiated pursuant to Section 14 below, which will require legal service in accordance with the California Code of Civil Procedure). Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE.

**LEA:**

San Ysidro School District  
Attn: Russell Little, Assistant Superintendent, Educational Leadership and Pupil Services  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
Russell.little@sysdschools.org

**CCEE:**

California Collaborative for Educational Excellence  
Attn: Fiscal Coordinator  
1029 J Street, Suite 450  
Sacramento, CA 95814  
ap\_ccee@ccee-ca.org

**Administrative Agent:**

Marin County Office of Education  
c/o Iishwara Ryaru  
1111 Las Gallinas Avenue  
San Rafael, CA 94903  
iryaru@marinschools.org

**10. LEA's Records.**

LEA agrees to maintain and make available to Administrative Agent/CCEE accurate books and records relative to all its Activities under this Agreement. LEA shall permit Administrative Agent/CCEE to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. LEA shall maintain such data and records in an accessible location and condition for a period of not less than two years from the end of the Agreement Term as set forth in Section 2 above (the "Maintenance Period") and shall grant Administrative Agent/CCEE access to the records throughout this Maintenance Period.

**11. Data.**

As set forth herein, this Agreement constitutes the Parties' agreement with respect to the Research Practice Partnership. During this Partnership, CCEE may request access to student-related data from LEA to complete the Activities contemplated above in Section 1. Such student data may include: 1) Personally Identifiable Information ("PII"), generally defined as information that, alone or in combination, personally identifies an individual student or the student's parent(s)/legal guardian(s) and/or family, and/or 2) Aggregate Student Information ("ASI") which is generally defined as student-related information that is not associated with a specific student but instead provides general cumulative student information. The Parties shall work together to determine the specific data CCEE needs to complete the Activities. In the event CCEE determines it requires access to PII to complete the Activities, the Parties shall determine if it is possible to "De-Identify" the PII in a way that will allow CCEE to complete the Activities. De-Identification refers to the process by which the LEA removes or obscures certain information in the data to dissociate the data from the specific student, such as replacing the student's name with a general identifier such as "Student A," through which the particular student cannot be identified. In the event CCEE determines that it must have access to PII and De-Identification is either impossible or impractical (because of excessive cost or time) or would otherwise negatively impact the Parties' completion of the Partnership, LEA shall grant CCEE access to PII in a way that will allow CCEE to complete the Activities while minimizing the risk of unauthorized disclosure or public release of the PII. For example, the Parties may agree to limit access of PII to specific individuals and/or establish a process by which CCEE staff only has access to PII during limited times or at specific locations. Notwithstanding the process set forth

herein, LEA hereby commits to provide any and all PII and ASI requested by CCEE as deemed necessary by CCEE to complete the Activities.

**12. Conflict of Interest.**

LEA covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement.

The Parties to this Agreement have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. LEA represents that it is aware of no financial or economic interest of any CCEE or LEA Governing Board Member or employee of CCEE or LEA relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Administrative Agent/CCEE may immediately terminate this Agreement by giving written notice to LEA. LEA shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement. LEA shall comply with any applicable requirements of the CCEE's Conflict of Interest Code and/or the LEA's Conflict of Interest Code, including the filing of a Form 700 Statement of Economic Interests.

**13. Nondiscrimination.**

Neither LEA, nor any officer, agent, employee, or subcontractor of LEA shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement. To the extent they shall be found to be applicable hereto, LEA and any officer, agent, employee, or subcontractor of LEA shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

**14. Compliance with Law.**

In the course of performing this Agreement, LEA shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted. Any legal action related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the Parties waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the Party seeking legal remedy shall submit written notice to the other Party describing the issue and requesting an informal meeting to discuss the issue. The Parties shall then meet in good faith (either in person or via teleconference) to discuss the issue and determine if an informal resolution can be reached. If no resolution is reached after this informal discussion, the Parties shall identify a mutually acceptable mediator to conduct a mediation session to determine if a resolution can be reached through mediation, with each Party to bear its own costs of mediation and the costs of the

mediator to be evenly divided among the Parties. If the mediation does not resolve the issue, the Parties may initiate litigation as set forth above. Unless the dispute is material to the services of terms of this Agreement, the Parties shall continue to comply with all obligations of this Agreement throughout this mediation process unless and until legal action is filed in court.

**15. Entire Agreement/Amendment.**

This Agreement, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

**16. Counterparts and Electronic Services.**

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

**17. Construction.**

The Parties acknowledge that each Party has reviewed this Agreement and agrees that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments, attachments or appendices hereto; rather the Agreement shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

**18. Authority to Enter into Agreement.**

The Parties warrant that they each have the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and have taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

**Administrative Agent**

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

Printed Name and Title: \_\_\_\_\_ Iishwara Ryaru, Assistant Superintendent – CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

**California Collaborative for Educational Excellence**

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

Printed Name and Title: \_\_\_\_\_ Matthew Navo, Executive Director

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

Printed Name and Title: \_\_\_\_\_ Sujie Shin, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

**LEA**

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

Printed Name and Title: Marilyn Adrianzen, Chief Business Official

Address: 4350 Otay Mesa Road

City: San Ysidro State: CA Zip Code: 92173



# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services ☐ Informational  
Manuel Bojorquez, Assistant Superintendent ☒ Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO FIRE-RESCUE DEPARTMENT FOR  
AED/PAD PROGRAM SERVICE

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## BACKGROUND INFORMATION:

This agreement is between the San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, the San Diego Project Heart Beat and the San Ysidro School District. The District was given eleven (11) Automated External Defibrillators (AEDs) as part of Operation Heartbeat and this agreement will provide program management to these AED units on site.

The AED/PAD Program includes the following: ▪ 24-hour AED emergency contact service with designated SDFD PD Program Staff member, ▪ electronic record keeping services, ▪ in-service training on hands-only CPR and use of the AED, ▪ Physician Medical Oversight, and ▪ the arrangement of this Service Level Agreement and development of AED maintenance account.

The District's School Nurse will be acting as the liaison for this program. She is a certified American Heart Association Basic Life Support Instructor and can provide required and recommended staff training in First Aid/CPR (adult/child/infant) Airway obstruction/AED.

The District would like to renew the agreement with the San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program and the San Diego Project Heart Beat beginning April 17, 2025, and extending to April 16, 2027. There are eleven units to be serviced under this agreement.

## RECOMMENDATION:

Approve the 2-year agreement with San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program at an estimated annual cost of \$2,000.00 from the General fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate and Student Well-Being

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$2,000.00

(Amount)

General Fund

(Name of funding source and/or location)

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

**SAN DIEGO FIRE-RESCUE DEPARTMENT**  
**AED/PAD PROGRAM**  
**SERVICE LEVEL AGREEMENT**

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and **San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173** ("Program Participant"), for the period beginning **April 17, 2025 through April 16, 2027**.

This agreement will provide program management for **11** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

**A. Service Activities.**

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

- 1. PAD Program Management.** Services include a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.

- a. Cost of PAD Program Management: **\$75.00 for the first AED for the first year with applied grant assistance** and \$25.00 for each additional AED. **Subsequent annual reinstatement costs are \$50.00 for the first AED with applied grant assistance** and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.

**Incident Management.** The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.

- b. Cost of Incident Management: Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of \$50.00 per set and up to \$75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

*SDFD is not responsible for replacement/maintenance equipment.*

- c. Recommendation: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart FRX manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.

2. **Critical Incident Stress Defusing (CISD)**. Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

#### **B. SDFD PAD Program Management Responsibilities.**

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
2. Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.
4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.
5. Provide location information about customer's AED(s) to the PulsePoint organization (<http://www.pulsepoint.org/>) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

#### **C. Program Participant Responsibilities.**

The Program Participant shall be responsible for the following:

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided.  
All payment remittance shall be sent to:  
  
City of San Diego Fire/EMS  
PO Box 129030  
San Diego, CA. 92112-9030
2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.
3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.
4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.
5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

**D. Schedules and Timelines.**

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

**E. Dispute Resolution Process.**

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

**F. Termination.**

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

**G. Indemnification.**

Program Participant shall defend, indemnify, and hold harmless the City of San Diego, its officers, employees, and agents (Indemnified Parties) against all liability, loss, damage, claim, injury, or other expense (including reasonable attorneys' fees, court costs, and expert witness fees) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the performance of this Agreement. Program Participant's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of Indemnified Parties.

Notwithstanding the foregoing, Program Participant agrees that it shall not hold the Indemnified Parties liable whatsoever for the malfunction or misuse of an AED by Program Participant, the Indemnified Parties, or any Third Parties.

Program Participant must maintain adequate insurance coverage to satisfy its indemnification obligations under this Agreement. Any disputes arising under this Agreement shall be governed by the laws of the State of California and shall be resolved in the courts of San Diego County, California.

**H. Modification of this Service Level Agreement.**

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

**Program Participant**

By: \_\_\_\_\_  
(signature)

Name: Marilyn Adrianzen  
(print)

Title: CBO

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

Board Approved: \_\_\_\_\_

**SYSD Contacts:**

Anita Gillchrest, School Nurse  
anita.gillchrest@sysdschools.org

Manuel Bojorquez, Asst. Superintendent  
manuel.bojorquez@sysdschools.org

**City of San Diego**

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

Name: Vanessa Delgado  
Purchasing & Contracting  
[cdelgado@sanidiego.gov](mailto:cdelgado@sanidiego.gov)  
Title: Procurement Program Manager

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

Approved as to form this \_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Heather Ferbert, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Print Name



## **San Diego Project Heart Beat Program Summarization of Services**

### **PROGRAM MANAGEMENT INCLUDES:**

- **Physician Medical Oversight** not required, but essential to ensure a safe and effective Public Access Defibrillation (PAD) program. The role of the Physician is to oversee all medical control aspects of the program, review AED deployment data and incident reports, review and approve program procedures and maintain a strong relationship between the PAD program and the local emergency medical services (EMS) agency.
- **Twenty-four-hour AED emergency contact** service will be offered when the need arises for any situation of concern with an AED and in the case of an AED deployment incident.
- **Electronic tracking and record-keeping** of all program and AED maintenance, training, incident reporting and data collection to abide with CA State law and for quality assurance purposes. Documented maintenance of an AED program is a mandatory requirement of CA State law that governs the use and placement of AEDs within the State.
- **In-service Training (Hands-only/CPR/AED)** not a certification course. Full familiarization training for quick recognition and response to Cardiac Arrest utilizing “hands-on” mannequins to learn effective technique of chest compression delivery and use of an AED. 20 to 60 minutes in length. Minimum of 12 students. As can be scheduled by SDPHB Staff.

### **INCIDENT MANAGEMENT**

- **On-site downloading of data collected** from your AED after an AED deployment is essential for quality assurance and the follow-up of the Cardiac Arrest victim. This information is important data that can also invaluable information to the receiving hospital and medical team of a successful rescue.
- **Swift replacement of AED electrodes** will be necessary should an incident occur or when the packaging of these electrodes is opened. *Some* AED electrodes may be replaceable by the SDPHB team.
- **AED deployment incident reports** are at times **reviewed** and scrutinized by the program **Medical Director** for your AED program safety. A SDPHB designated deployment team member will complete the reports. The reports can include:
  - San Diego Project Heart Beat Incident Report
  - EKG Data report from the AED
  - Company Information Report (if desired)
  - Fire Department/Medic report (if applicable)
- **Critical Incident Stress Defusing (CISD)** is not a requirement for your PAD program but is offered from highly skilled and trained personnel (deployment team members) to conduct a counseling session for rescuers and others involved in a stressful incident situation. This service is highly recommended for all rescuers and individuals involved. The counseling sessions help those involved with the incident to understand and process their feelings from their experience. The session most commonly will last anywhere between 30 minutes to an hour, depending on the amount of people involved and the magnitude of the incident.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services ☐ Informational  
Manuel Bojorquez, Assistant Superintendent ☒ Action

**AGENDA ITEM:** AGREEMENT WITH TEENS RISE FOUNDATION

**BACKGROUND INFORMATION:**

The Teens Rise Foundation was founded in 2018 by enthusiastic volunteers determined to foster academic and life success. This is a non-profit organization dedicated to supporting underserved youth, particularly first-generation and low-income students, by providing them with academic, athletic, and wellness programs to help them succeed in college and beyond, focusing on areas like college preparedness, mentorship, and financial assistance.

Educational Services would like to enter into an agreement with the Teens Rise Foundation to continue providing services for students at Vista Del Mar and San Ysidro Middle and implement them at La Mirada, Ocean View Hills, Smythe, Sunset, and Willow Elementary schools.

Services to be provided include:

- Eight (8) week tennis program and offer optional interest-based single-day group activities focused on SEL and physical well-being.
- Access to an online academic platform designed to assist students through multi- subject tutoring support and personalized learning instruction for grades 6-8.
- Eight (8) week yoga and mental wellness program and offer optional interest-based single-day group activities.
- Administration of pre- and post-surveys to students with Hello Insight’s to track improvements in positive youth development and social and emotional learning through Hello Insight.
- Collect feedback from school staff on coaches’ performance and overall satisfaction.

The term of this agreement is March 1, 2025, through June 30, 2025, at no cost to the District.

**RECOMMENDATION:**

Approve/Ratify the agreement with the Teens Rise Foundation to provide an academic, athletic, and wellness program at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.3  
Goal 2: School Culture, Climate and Student Well-Being, Actions 2.5 & 2.7

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 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

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of March, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

### Teens Rise Foundation

Company/Consultant / VENDOR

Telephone Number

7514 Girard Ave. #1163, La Jolla, CA 92037

www.teensrise.org

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: March 1, 2025

To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.



# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## **3. ADDITIONAL SERVICES.**

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

## **4 RESPONSIBILITIES OF CONSULTANT**

### **4.1 ORGANIZATION**

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### **4.2 COORDINATION OF SERVICES**

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### **4.3 STANDARD OF CARE:**

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel 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.

## SAN YSIDRO SCHOOL DISTRICT

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### 4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### 4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct: Applies If working directly with students (in-person, virtually, other)**  
\$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. If included under General Liability, it must be reflected on the certificate of liability and must not have any exclusions.

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

# SAN YSIDRO SCHOOL DISTRICT

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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 – Commercial General Liability and Workers' Compensation

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 commence.** 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

# **SAN YSIDRO SCHOOL DISTRICT**

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restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## **5.2 SUSPENSION OF SERVICES**

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

## **5.3 TERMINATION OF AGREEMENT**

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

## **5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

(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").

## SAN YSIDRO SCHOOL DISTRICT

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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.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 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:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

### 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.

<b>CONSULTANT:</b>	<b>Teens Rise Foundation</b>	
Name:	Gaby Millan	
Title:	Executive Director	
Address:	7514 Girard Ave., #1163	
City/State/Zip Code:	La Jolla, CA 92037	
Telephone:		
Email:	gaby@teensrise.org	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Manuel Bojorquez	Luis Ramos
Title:	Assistant Superintendent	Director of Education Services
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 x3019	(619) 428-4476 x3071
Email:	Manuel.bojorquez@sysdschools.org	Luis.ramos@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 or Exhibit

**SAN YSIDRO SCHOOL DISTRICT**

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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**

**Teens Rise Foundation**

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Tax ID No. 83-4253684

**DISTRICT**

**San Ysidro School District**

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

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 SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have 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 by school certificated staff 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 \_\_\_\_\_



# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **EXHIBIT A – STATEMENT OF WORK**

VENDOR shall provide the following services to **San Ysidro School District** under this Agreement (collectively, the “Services”):

- VENDOR will provide all the services identified in Exhibit A (Statement of work) to this Agreement, including any specific objectives, performance timelines, and measures as described therein.
- VENDOR agrees to be fully responsible for its own self-employment, federal and state income taxes, and indemnifies **San Ysidro School District** for the payment of such taxes.
- VENDOR shall provide all the labor, equipment and materials to accomplish the Project and fulfill its obligations under this Agreement. **San Ysidro School District** is not responsible for procuring any property or services needed to carry out the Scope of Work identified below.
- Compensation for Services - No money or other consideration shall be transferred between the parties.

### **1. Description of Services:**

#### **1.1. Vendor shall:**

- 1.1.1. Provide an eight (8) week tennis program and offer optional interest-based single-day group activities focused on SEL and physical well-being.
- 1.1.2. Provide access to an online academic platform designed to assist students through multi-subject tutoring support and personalized learning instruction.
- 1.1.3. Provide an eight (8) week yoga and mental wellness program and offer optional interest-based single-day group activities.
- 1.1.4. Ensure a sign-in sheet is maintained for each session to document each youth who participates in services.
- 1.1.5. Administer pre-and post-surveys to students with Hello Insight’s to track improvements in positive youth development and social and emotional learning through Hello Insight.
- 1.1.6. Collect feedback from school staff on coaches’ performance and overall satisfaction.
- 1.1.7. Fulfill the following requirements-
  - 1.1.7.1. VENDOR shall submit to **San Ysidro School District** a roster of VENDOR’S staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the **San Ysidro School District** prior to the start of services, the new school year and every first of the month thereafter.
  - 1.1.7.2. VENDOR shall require each program staff to wear a VENDOR name photo identification badge.
  - 1.1.7.3. VENDOR shall provide all necessary training and supervision of staff to meet all contractual obligations.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

- 1.1.7.4. VENDOR shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians, and school staff, use of personal cell phone, and dress code.
- 1.1.7.5. VENDOR certifies that VENDOR and its employees who work directly (in-person, virtually, or other) with pupils at the Site will go through the District's onboarding process, which includes verification of negative TB test results and live scan investigation (FBI and DOJ clearances).
- 1.1.7.6. VENDOR assumes financial responsibility for VENDOR staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- 1.1.7.7. The VENDOR certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR.
- 1.1.7.8. The VENDOR shall ensure that all staff members who work directly with the pupils at the Site will comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at Site. VENDOR shall adopt the San Ysidro School District child abuse reporting procedure and collaborate with San Ysidro School District to provide annual training to all its employees regarding mandated reporting of child abuse and missing children.
- 1.1.7.9. The VENDOR shall comply with the San Ysidro School District Safety procedures, including but not limited to:
  - 1.1.7.9.1. San Ysidro School District's emergency and disaster procedures aligned with the Site emergency disaster plan, shall be provided by San Ysidro School District to VENDOR upon execution of this Agreement, including an evacuation and reunification plan for use during program hours.
  - 1.1.7.9.2. VENDOR shall report any injury or incident (i.e., an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to San Ysidro School District within 24 hours of the incident, utilizing the San Ysidro School District provided incident report form or the injury report form.
- 1.1.7.10. VENDOR employees will work collaboratively with the Site in order to maximize program resources.
- 1.1.7.11. VENDOR acknowledges the San Ysidro School District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the completion of program audits.
- 1.2. San Ysidro School District shall:
  - 1.2.1. Act as lead agency for administration and fiscal management of the proposed project;
  - 1.2.2. Facilitate meetings, as needed, to discuss strategies, timetables, and implementation of services;
  - 1.2.3. Provide authorization for each cycle of curriculum.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 2. Locations

The services will be provided at the locations listed below with option to expand to locations 3-7. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this agreement shall remain the personal property of such party.

<b>Location 1</b> Vista Del Mar Middle School 4885 Del Sol Blvd. San Diego, CA 92154	<b>Location 2</b> San Ysidro Middle School 4345 Otay Mesa Rd San Ysidro, CA 92173
<b>Location 3</b> Willow Elementary School 226 Willow Rd San Diego, CA 92173	<b>Location 4</b> Sunset Elementary School 3825 Sunset Ln, San Ysidro, CA 92173
<b>Location 5</b> Smythe Elementary School 1880 Smythe Ave, San Ysidro, CA 92173	<b>Location 6</b> Ocean View Elementary 4919 Del Sol Blvd, San Diego, CA 92154
<b>Location 7</b> La Mirada 222 Avenida De La Madrid, San Ysidro, CA 92173	

### 3. Transportation

If applicable, the VENDOR shall follow District Administrative Procedures around transportation for students. If no District transportation is available, VENDOR may use their transportation department to transport District pupils to various after school related activities. The VENDOR must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. VENDOR is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

Automobile Liability Insurance must be maintained and provided to the District with limits of \$1M per occurrence and \$2M aggregate per occurrence.

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Manuel Bojorquez,  
Assistant Superintendent of  
Educational Leadership & Pupil Services

☐ Informational  
☒ Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE  
CALIFORNIA HEALTHY KIDS SURVEY

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### BACKGROUND INFORMATION:

WestEd partners with schools and districts to provide research-based services to improve education outcomes and turn around low-performing schools and districts. WestEd understands that to improve learning for children, youth and adults, it is essential to support and enhance the effectiveness of education systems at all levels.

The California Healthy Kids Survey (CHKS) is the largest statewide survey of resiliency, protective factors, risk behaviors and school climate in the nation. Across California, the CHKS has led to a better understanding of the relationship between students' health behaviors and academic performance and is frequently cited by state policymakers and the media as a critical component of school improvement efforts to help guide the development of more effective health, prevention, and youth development programs.

San Ysidro School District is required to administer the CHKS by the end of the 2024-2025 school year.

### RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey during the school year 2024-2025 at the total cost of \$1,500.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:** Goal #2: SCHOOL CULTURE, CLIMATE, AND STUDENT WELL-BEING Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

\$1,500.00

(Amount)

General Fund

(Name of funding source and/or location)

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



California School Climate, Health, and Learning Surveys

## MEMORANDUM OF UNDERSTANDING · 2024/25 SCHOOL YEAR

DISTRICT NAME: SAN YSIDRO SCHOOL DISTRICT

This agreement outlines conditions to be met by the above-named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

### I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

### CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
  - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

### CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

### CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2024-2025 school year.

San Diego County Office of Education will pay for the CHKS set-up fee and enrollment fee for grades 5 or 6, 7, 9, and 11, use of custom module, if applicable, and the CSSS set-up fee.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post District CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

## IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect.

## V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2024 and expires on June 30, 2025.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.



## California Survey Administration Fees 2024–2025

All Fees include CDE Subsidies

*Questions? Email us at [calschls@wested.org](mailto:calschls@wested.org)*

## Data Dashboard

**Password-Protected Data Dashboard – \$75 per eligible school**

Districts may purchase a two-year subscription to a password-protected, private data dashboard that displays up to 10 years of CalSCHLS data at the district level and individual school level at the subsidized rate of \$75 per eligible school.

Survey-Related Fees	Survey-Related Fees		
	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee – <i>per survey type</i>	\$150	\$150*	\$150
Enrollment Fee – <i>per student enrolled</i>	\$0.40		
Paper Processing Fee – <i>per parent survey paper copy returned for manual processing</i>			\$0.40
Supplementary Modules – <i>per supplemental module</i>	\$100	\$100	\$100
School Reports – <i>per school, includes school special reports (Elementary and secondary student reports are charged separately.)</i>	\$75	\$75	\$75
District Raw Data – <i>per data set</i>	\$75	\$75	\$75
Countywide Raw Data – <i>per data set</i>	\$500	\$500	\$500
Countywide Report – <i>per report</i>	\$500	\$500	

\* If you are a district surveying less than 100 students, the CSSS Survey Set-up Fee will be waived.

## Custom Services

**Custom Modules** – \$200 development fee for every three questions or fraction thereof; \$100 for subsequent use of the same module (with no changes)

**Custom Workshops** – \$125 per hour (for staffing-related costs), plus travel expenses

**Other Custom Requests** – \$100 per hour



By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

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San Ysidro School District Representative:

WestEd Staff:

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Signature

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Signature

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Marilyn Adrianzen, CBO

Printed name

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Printed name

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Date

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Date

Board approved/ratified:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

**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 – BALBOA THEATRE

**BACKGROUND INFORMATION:**

Pursuant to redevelopment dissolution law, a jurisdiction may retain for development purposes real property that is included in an approved Long Range Property Management Plan (PMP) 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 is in the process of obtaining approvals for the "Balboa Theatre" Compensation Agreement (APN# 533-10-03), located at 868 Fourth Avenue, San Diego, California. The Amended and Restated PMP identifies the Property as Item FD-14, in the future development disposition category.

Consistent with Code section 34180(f)(2), a qualified appraiser approved by the former Redevelopment Agency Oversight Board has completed an appraisal determining the property's fair market value as of the 2011 property tax lien date, which is \$4,070,000 minus qualified property expenses (appraisal, escrow, and closing costs). Ultimately, the net proceeds from the sale are estimated at \$3,985,000, which will be distributed to the Affected Taxing Entities in accordance with their respective share of property tax dollars.

The City intends to negotiate a disposition agreement with a developer for the City's disposition of the Property to the developer for future development per the LRPMP ("Disposition Agreement").

This agreement was reviewed by Best Best & Krieger (Legal Counsel) and approved "as to form" 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 Balboa Theatre 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 2024-2025 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**

(Balboa Theatre)  
868 Fourth Avenue, San Diego, CA 92101  
Assessor's Parcel Number 533-610-03

This Compensation Agreement for Property Retained by the City of San Diego for Future Development, involving the property located at 868 Fourth Avenue, 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, San Diego Community College, Southwestern Community College, 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 \_\_\_\_\_, 20\_\_, 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 xl 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 thereafter 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 located at 868 Fourth Avenue, San Diego, CA 92101, Assessor's Parcel Number 533-610-03 ("Property"). The ARPMP identifies the Property as Item FD-14, 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 April 12, 2024, the Successor Agency conveyed the Property to the City. The Parties have been unable to reach agreement on the value of the Property under Code section 34180(f)(1) and, accordingly, will rely on the default method of valuation under Code section 34180(f)(2). Consistent with Code section 34180(f)(2), a qualified appraiser approved by the Successor Agency Oversight Board has completed an appraisal determining that the fair market value of the Property as of the 2011 property tax lien date is Four Million Seventy Thousand Dollars (\$4,070,000).

H. Consistent with the ARPMP, the City intends to negotiate a disposition agreement with a developer for the City's disposition of the Property to the developer for future development in accordance with the LRPMP ("Disposition Agreement").

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

Section 1. Compensation Amount.

The Parties agree that the appraised fair market value of the Property as of the 2011 lien date is Four Million Seventy Thousand Dollars (\$4,070,000) ("2011 Property Value"). The Parties further agree that the City has incurred, or will reasonably incur, the following reimbursable expenses related to the valuation and disposition of the Property (collectively, "Qualified Property Expenses"): appraisal costs of \$35,000, and the City's share of actual escrow and closing costs not to exceed \$50,000. Therefore, the Parties agree that the total compensation amount payable by the City to the Taxing Entities for the Property ("Compensation Amount") will equal the 2011 Property Value, minus the actual Qualified Property Expenses, for an estimated total of \$3,985,000. Upon request from any other Party, the City must provide written evidence (e.g., paid invoices) substantiating the actual Qualified Property Expenses amount.

Section 2. Allocation of Proportional Shares.

The Parties agree that, 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 the Disposition Agreement ("Close of Escrow"), the City will distribute 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:

<b>IMPACTED TAXING ENTITIES</b>	<b>FUND IMPACT RATIOS</b>
COUNTY OF SAN DIEGO	0.15686777
LEMON GROVE SCHOOL DISTRICT	0.00078055
SAN YSIDRO SCHOOL DISTRICT	0.00677208
GROSSMONT UNION HIGH SCHOOL DISTRICT	0.00077928
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.00345840
SAN DIEGO UNIFIED SCHOOL DISTRICT	0.43656781
GROSSMONT CUYAMACA COMMUNITY COLLEGE	0.00029529
SAN DIEGO COMMUNITY COLLEGE DISTRICT	0.06315485
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT	0.00093186
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.01594134
EDUCATIONAL REVENUE AUGMENTATION FUND	0.14190776
CITY OF SAN DIEGO	0.17102503
GROSSMONT HEALTHCARE DISTRICT	0.00007085
SAN DIEGO COUNTY WATER AUTHORITY	0.00144713
<b>TOTAL</b>	<b>1.00</b>

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 under the Disposition Agreement or upon the City's transfer of ownership of the Property to a third party for future development, whichever occurs first. The City makes no representations or warranties as to when, if ever, the City will transfer ownership 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 under the Disposition Agreement 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.

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(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.

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(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.

(G) 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.

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*[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: Todd Gloria  
Print: Todd Gloria  
Title: Mayor  
Date: 2/4/2025

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF SAN DIEGO

By: Andrea Potter  
Print: Andrea Potter  
Title: Clerk of the Board  
Date: 10/16/24

APPROVED AS TO FORM:

By: Kyle Sand  
Print: Kyle Sand  
Title: Senior Deputy County Counsel  
Date: 10-10-24

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]



A-6



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: Marilyn Adrianzen  
Title: CBO  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print: Tyree Dorward  
Title: BB&K Legal Counsel  
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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

**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 – LINDA VISTA

**BACKGROUND INFORMATION:**

Pursuant to redevelopment dissolution law, a jurisdiction may retain for development purposes real property that is included in an approved Long Range Property Management Plan (PMP) 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 is in the process of obtaining approvals for the "Linda Vista" Compensation Agreement (APN# 431-320-19 and 431-320-15), located at 6901 and 6907-6921 Linda Vista Road, San Diego, California. The Amended and Restated PMP identifies the Property as Items FD-1 and FD-2, in the future development disposition category.

Consistent with Code section 34180(f)(2), a qualified appraiser approved by the former Redevelopment Agency Oversight Board has completed an appraisal determining the property's fair market value as of the 2011 property tax lien date, which is \$2,149,000 minus qualified property expenses (appraisal, escrow, and closing costs). Ultimately, the net proceeds from the sale are estimated at \$2,127,000, which will be distributed to the Affected Taxing Entities in accordance with their respective share of property tax dollars.

The City intends to negotiate a disposition agreement with a developer for the City's disposition of the Property to the developer for future development per the LRPMP ("Disposition Agreement").

This agreement was reviewed by Best Best & Krieger (Legal Counsel) and approved "as to form" 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 Linda Vista in San Diego, California.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 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

**COMPENSATION AGREEMENT FOR  
PROPERTY RETAINED BY THE CITY OF SAN DIEGO  
FOR FUTURE DEVELOPMENT**

(Linda Vista)

6901 and 6907-6921 Linda Vista Road, San Diego, CA 92101

Assessor's Parcel Numbers 431-320-19 & 431-320-15

This Compensation Agreement for Property Retained by the City of San Diego for Future Development, involving the properties located at 6901 and 6907-6921 Linda Vista Road, 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, San Diego Community College, Southwestern Community College, 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 \_\_\_\_\_, 20\_\_\_\_, 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 xl 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 thereafter 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 those certain real properties located at 6901 and 6907-6921 Linda Vista Road, San Diego, CA. Assessor's Parcel Numbers 431-320-19 & 431-320-15 (collectively, "Property"). The ARPMP identifies the Property as Items FD-1 and FD-2, 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. The Parties have been unable to reach agreement on the value of the Property under Code section 34180(f)(1) and, accordingly, will rely on the default method of valuation under Code section 34180(f)(2). Consistent with Code section 34180(f)(2), a qualified appraiser approved by the Successor Agency Oversight Board has completed an appraisal determining that the fair market value of the Property as of the 2011 property tax lien date is Two Million One Hundred Forty-Nine Thousand Dollars (\$2,149,000).

H. Consistent with the ARPMP, the City intends to negotiate a disposition agreement with a developer for the City's disposition of the Property to the developer for future development in accordance with the LRPMP ("Disposition Agreement").

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

Section I. Compensation Amount.

The Parties agree that the appraised fair market value of the Property as of the 2011 lien date is Two Million One Hundred Forty-Nine Thousand Dollars (\$2,149,000) ("2011 Property Value"). The Parties further agree that the City has incurred, or will reasonably incur, the following reimbursable expenses related to the valuation and disposition of the Property (collectively, "Qualified Property Expenses"): appraisal costs of \$12,000, and the City's share of actual escrow and closing costs not to exceed \$10,000. Therefore, the Parties agree that the total compensation amount payable by the City to the Taxing Entities for the Property ("Compensation Amount") will equal the 2011 Property Value, minus the actual Qualified Property Expenses, for an estimated total of \$2,127,000. Upon request from any other Party, the City must provide written evidence (e.g., paid invoices) substantiating the actual Qualified Property Expenses amount.

Section 2. Allocation of Proportional Shares.

The Parties agree that, 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 the Disposition Agreement ("Close of Escrow"), the City will distribute 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:

<b>IMPACTED TAXING ENTITIES</b>	<b>FUND IMPACT RATIOS</b>
COUNTY OF SAN DIEGO	0.15686777
LEMON GROVE SCHOOL DISTRICT	0.00078055
SAN YSIDRO SCHOOL DISTRICT	0.00677208
GROSSMONT UNION HIGH SCHOOL DISTRICT	0.00077928
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.00345840
SAN DIEGO UNIFIED SCHOOL DISTRICT	0.43656781
GROSSMONT CUYAMACA COMMUNITY COLLEGE	0.00029529
SAN DIEGO COMMUNITY COLLEGE DISTRICT	0.06315485
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT	0.00093186
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.01594134
EDUCATIONAL REVENUE AUGMENTATION FUND	0.14190776
CITY OF SAN DIEGO	0.17102503
GROSSMONT HEALTHCARE DISTRICT	0.00007085
SAN DIEGO COUNTY WATER AUTHORITY	0.00144713
<b>TOTAL</b>	<b>1.00</b>

Section 3. Condition Precedent.

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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 under the Disposition Agreement 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.

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(G) 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.

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*[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: Todd Gloria  
Print: Todd Gloria  
Title: Mayor  
Date: 2/4/2025

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF SAN DIEGO

By: Andrew Potter  
Print: Andrew Potter  
Title: Clerk of the Board  
Date: 10/16/24

APPROVED AS TO FORM:

By: Kyle Sand  
Print: Kyle Sand  
Title: Senior Deputy County Counsel  
Date: 10-10-24

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]

A-6

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: Marilyn Adrianzen  
Title: CBO  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print: Tyree Dorward  
Title: BB&K Legal Counsel  
Date: \_\_\_\_\_

Board approved:  
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

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# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** ☐ Informational  
Todd Lewis, Director ☒ Action  
Information Management Systems

**AGENDA ITEM:** AWARD RFP NO. 2425-06 AND AGREEMENT TO COX CALIFORNIA TELECOM, LCC FOR E-RATE CATEGORY 1 NETWORK SERVICES (METRO-ETHERNET WAN)

### BACKGROUND INFORMATION:

The District published a request for proposal for E-Rate Category 1 network services for Fiber Metro Ethernet WAN through RFP 06 (2024/2025) and for Internet Services through E-Rate Form 470, which were advertised on the Universal Service Schools and Libraries (USAC) E-Rate website on November 22, 2024. These services provide high-speed internet and data connectivity across the District via fiber lines.

If USAC approves the District's E-Rate application, the District is eligible for up to a 90% discount based on its free and reduced lunch program percentage. In addition, if the District is approved for the California Teleconnect Fund (CTF), the District is eligible for an additional up to 50% discount for Internet and broadband.

Public Contract Code section 20118.1 provides as follows: "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

Three vendors responded, and after review, it was determined that Cox California Telecom, LCC, met the required criteria and was one of the lowest bidders. The agreement is for three years (2025-28) with two separate one-year renewal terms, which may be exercised upon mutual written agreement.

\*The Total Monthly pricing does not include taxes or any other government fees or discounts:

Cox Communications California LCC, Cox California Telecom, LCC	
Internet (2GB)	\$1,500.00
District Office Aggregate (10GB)	\$850.00
School Sites (7) Metro-E (2GB)	\$3,955.00
External IP Ranges	\$200.00
<b>Total Monthly</b>	<b>\$6,505.00</b>
<b>3-Year Total</b>	<b>\$234,180.00</b>

### RECOMMENDATION:

Award RFP No. 2425-06 and approve the 3-year Agreement with Cox California Telecom, LCC E-Rate Form 470 Category 1 Network Services (Metro-Ethernet WAN) in the monthly amount of \$6,505.00 from the General and E-Rate funds.

### LCAP GOAL AND ACTION/SERVICE:

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

3-year Total

\$234,180.00

(Amount)

General & E-Rate Funds

(Name of funding source and/or location)

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





## Commercial Services Agreement 1/29/2025

Cox Account Rep:	Sally Bowen	Cox System Address
Phone Number:	(619) 269-2519	5159 Federal Blvd. San Diego, CA 92105
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	SAN YSIDRO SCHOOL DISTRICT	Full Name:	Todd Lewis
Street Address:	4350 Otay Mesa Rd	Billing Telephone:	(619) 428-4476 x3062
City/State/Zip:	San Ysidro, CA 92173	Fax:	
Billing Address:	4350 Otay Mesa Rd	Contact Number:	(619) 428-4476 x3062
City/State/Zip:	San Ysidro, CA 92173	Email:	todd.lewis@sysdschools.org
Cox Account #:	541-107959301,541-117069101,541-112670401,541-107958802,541-107959101,541-107962201,541-94358101,541-52867201		

Service Address: 4919 Del Sol Blvd San Diego, CA 92154				Phone: Cox Account ID: 541-107959301		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-1Gb UNI Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-2Gb UNI Intrastate	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Install Fees						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00

Totals:	\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.		

Service Address: 222 Avenida De La Madrid San Ysidro, CA 92173				Phone: Cox Account ID: 541-107958802		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-1Gb UNI Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-2Gb UNI Intrastate	0	1	\$565.00	36	\$565.00	\$0.00
Performance Mgmt - Professional	0	1	\$0.00	36	\$0.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Service Address: 4345 Otay Mesa Rd San Ysidro, CA 92173				Phone: Cox Account ID: 541-107959101		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-1Gb UNI Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
EVC Standard Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-2Gb UNI Intrastate	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						



Service Address: 1880 Smythe Ave San Ysidro, CA 92173				Phone: Cox Account ID: 541-52867201		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-1Gb UNI Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
EVC Standard Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-2Gb UNI Intrastate	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00

<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Service Address: 3825 Sunset Ln San Ysidro, CA 92173				Phone: Cox Account ID: 541-107962201		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-1Gb UNI Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
EVC Standard Intrastate	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-2Gb UNI Intrastate	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00

<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Service Address: 4885 Del Sol Blvd COMMRM, San Diego, CA 92154				Phone: Cox Account ID: 541-117069101		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>Metro E-1Gb UNI Intrastate</b>	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
<b>Metro E-2Gb UNI Intrastate</b>	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Service Address: 226 Willow Rd San Ysidro, CA 92173				Phone: Cox Account ID: 541-112670401		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>Metro E-1Gb UNI Intrastate</b>	1	0	\$0.00	12	\$0.00	\$0.00
Performance Mgmt - Professional	1	0	\$0.00	12	\$0.00	\$0.00
<b>Metro E-2Gb UNI Intrastate</b>	0	1	\$565.00	36	\$565.00	\$0.00
EVC Standard Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Install Fees</b>						
Metro E-Install 10Gb Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
Metro E-Install EVC Intrastate	0	1	\$0.00	36	\$0.00	\$0.00
<b>Totals:</b>					\$565.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Service Address: 4350 Otay Mesa Rd San Ysidro, CA 92173				Phone: Cox Account ID: 541-94358101		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet 2 Gbps	1	1	\$1500.00	36	\$1500.00	\$0.00
IP Address Block - /29 (8 IPs)	1	1	\$0.00	36	\$0.00	\$0.00
IP Address Block - /24 (256 IPs)	1	1	\$200.00	36	\$200.00	\$0.00
Cox Data Services - Fiber	1	0	\$0.00	12	\$0.00	\$0.00
Metro E-10Gb UNI Intrastate	1	1	\$850.00	36	\$850.00	\$0.00
Performance Mgmt - Professional	1	1	\$0.00	36	\$0.00	\$0.00
Install Fees						

Totals:					\$2550.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.						

Totals for all Accounts:					\$6505.00	\$0.00
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<b>Special Conditions</b>
<p>Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is three year(s) beginning July 1, 2025 and ending June 30, 2028, with two separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply. Growth Clause/Upgrades. In compliance with the Customer's RFP Cox hereby provides Customer with the following Growth Clause/Upgrades, Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice. SLA. The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement. The parties acknowledge that Customer intends to open a new school location at 2312 East Beyer Way, San Ysidro, CA (the "New School"). So long as Customer purchases any speed of the Metro-E Services set forth on attached Exhibit B for the New School on or before January 1, 2026, the pricing set forth on Exhibit B will be apply. In the event Customer does not purchase such services for the New School prior to January 1, 2026, additional costs may apply for such Services.</p>



This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www.coxbusiness.com/e911> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature <b>San Ysidro School District</b>	Cox Communications California, LLC., Cox California Telcom, LLC
Signature:	Signature:
Print: Marilyn Adrianzen	Print:
Title Position: Chief Business Official	Title Position:
Date:	Date:

Board approved:

## EXHIBIT A

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www.coxbusiness.com/e911>

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://www.coxbusiness.com/generalterms>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license



## **EXHIBIT B**

### **WAN and Internet Upgrade options**

Site Location	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
SAN YSIDRO SCHOOL DISTRICT OFFICE : 4350 OTAY MESA RD SAN YSIDRO, CA 92173 (Data Center - AGGREGATE to below sites)									
Beyer Elementary School: 2312 East Beyer Way, San Ysidro CA 92173	\$565	\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
LA MIRADA ELEMENTARY SCHOOL: 222 AVENIDA DE LA MADRID SAN YSIDRO CA 92173		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
OCEAN VIEW HILLS ELEMENTARY SCHOOL: 4919 DEL SOL BLVD SAN DIEGO, CA 92154		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
SAN YSIDRO MIDDLE SCHOOL: 4345 OTAY MESA RD SAN YSIDRO, CA 92173		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
SMYTHE ELEMENTARY: 1880 SMYTHE AVE SAN YSIDRO, CA 92173		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
SUNSET ELEMENTARY SCHOOL: 3825 SUNSET LANE SAN YSIDRO, CA 92173		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
VISTA DEL MIDDLE SCHOOL: 4885 DEL SOL BLVD SAN DIEGO, CA 92154		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850
WILLOW ELEMENTARY SCHOOL: 226 WILLOW RD SAN YSIDRO, CA 92173		\$605	\$650	\$755	\$755	\$800	\$800	\$825	\$850

Cox Optical Internet Bandwidth	3-year term, w/ two 1-year renewal options
5 Gb	\$1,990
10 Gb	\$2,490



## EXHIBIT C



## Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Optical Internet Services ("COI Services") provided to the Customer.

2. **COI Service Availability.** Cox's objective is to make the COI Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A "COI Service Interruption" is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four

(4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 30 min. to < 4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service

Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

## 8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

## 9. **Exceptions and Limitations to Service Credit**

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's

facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



## EXHIBIT C



### Cox Metro-Ethernet and CloudPort Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").

2. **Layer 2 VPN Services Description.**

- (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
  - (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
  - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
  - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (d) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
  - "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
  - "End to End" DDR = Access to core DDR \* Core DDR \* Access to core DDR
  - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay
- "End to End" DDR = Access to core DDR \* Core DDR
- "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

4. **Layer 2 VPN Service Interruption.** A “Layer 2 VPN Service Interruption” is an interruption of a Port (“Affected Port”) that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer 2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available “Service Credit” for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below). The amount of the Service Credit shall be as follows:

**Table 1.0**  
**Cox – Layer 2 VPN Services**

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** “Service Quality” is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service (“CoS”) provisioned and are measured for a given network segment. Measurement is only included for “in-profile” (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All “Service Quality” metrics in this Section 7 are objectives only.

**Service Quality Measurement Network Segments:**

**(a) Core Network Measurements:**

- (i) “Core Latency”, as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio (“Core DDR”), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

- (iii) “Core Jitter”, as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(b) Access to Core Network Measurements:**

- (i) “Access Latency” as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio (“Access DDR”), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) “Access Jitter” as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(c) Service Quality Objectives (“Table 2.0”).** The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% ( < 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% ( < 43 min/mo)	99.75%	16 ms.	N/A
Network Core	TYPE II	Priority Data	99.9% ( < 43 min/mo)	N/A	N/A	N/A
		Real Time	99.995% ( < 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	Metro (<155 miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort			N/A	N/A
	National (<4,349miles)	Real Time	99.99% ( < 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort			N/A	N/A

**8. Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.



9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. **Layer 2 VPN Service Installation Intervals.**

- (a) **Layer 2 VPN Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. **Exceptions and Limitations to Service Credit.**

- (a) **Exceptions.** Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service

Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.





## GENERAL TERMS

**Last Updated: October 9, 2024**

These additional terms and conditions (these "General Terms") are incorporated into the terms and conditions set forth in the (i) Commercial Services Agreement entered into by and between Cox and Customer (the "CSA"), (ii) Master Retail Services Agreement entered into by and between Cox and Customer (the "MSA"), or (iii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA, MSA, or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at [coxbusiness.com/acceptableusepolicy](https://coxbusiness.com/acceptableusepolicy), (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement, including any Third-Party Provided Services, shall each be defined as a "Service" and collectively be defined as the "Services".

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## **A. Terms and Conditions Applicable to All Services**

### **A1. Billing and Payments.**

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least thirty (30) days from Cox's issuance of the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges"). Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus

a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income) related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax-exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and [coxbusiness.com/cbsurchargesandfees](https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html), both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with or without notice. If Cox is required by law or regulation to reduce or remove any Fee or Surcharge during the Term, then, notwithstanding anything to the contrary in this Agreement, upon notice to Customer and subject to applicable law, Cox may increase the charge for the affected Service to offset such reduction or removal of the applicable Fee or Surcharge. The amount of such increase in the charge for the affected Service will not exceed the amount by which the applicable Fee or Surcharge is reduced, except as otherwise permitted in this Agreement.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts together with any applicable late fees within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

(D) **Service Availability and Special Construction.** During the Term, Services, rates, and other charges are subject to availability and operational limitations of Cox's systems, facilities and equipment required to provide the Services to Customer. If Cox's systems, facilities and equipment (such as outside plant, cable, conduit, electronics, central office equipment, remote terminals, or other similar facilities and systems, including those furnished by third party providers) are not available, special construction charges may apply and/or Cox may assess a cost recovery fee to recover all costs associated with delivery of the Services ordered under the Agreement, including fees related to charges or

modifications imposed on Cox by third-party providers.

**A2. Service Start Date and Term.** The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. As used in this Agreement, the "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all non-video Services and for all Services not subject to a Cox tariff or SC by up to ten percent (10%) at any time during any Extended Term by providing Customer with at least thirty (30) days prior written notice of such rate increase. This ten percent (10%) limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. In the event, however, at any time during an Extended Term, Cox provides Customer with at least thirty (30) days prior written notice of its intent to (i) increase rates

for any non-video Service and/or any Service not subject to a Cox tariff or SG by more than ten percent (10%) or (ii) assess a monthly recurring charge for any Service that Cox previously provided to Customer at no charge, then Customer will have thirty (30) days from its receipt of such notice to cancel the affected Service(s) without further liability. Upon notice to Customer, Cox may change the rates for video Services and/or telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate. Customer is subject to credit approval and Customer authorizes Cox to check credit.

### A3. **Termination.**

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Agreement upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. This provision survives termination of the Agreement. The early termination fees constitute liquidated damages, and the Parties agree that any liquidated damages payable under this Agreement do not constitute a penalty and that the amount of such liquidated damages is reasonable in light of the anticipated harm caused by the breach.

(b) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees

which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox.

(c) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (x) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's

franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected or if Cox decides in its sole discretion that the location where the Customer receives or uses the Service(s), or wishes to receive or use the Service(s), is not acceptable to Cox. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on sixty (60) days written notice to Customer without any liability to Cox.

**(d) Suspended, Modified, or Discontinued Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. Cox's right to modify a Service includes the right for Cox to (i) use Cox subcontractors to provide all or a portion of a Service on Cox's behalf; or (ii) use a third party or third parties to provide all or a portion of a Service with Cox acting as a reseller of such Service. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox will attempt to provide Customer with at least thirty (30) days written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using, however, Cox's failure to provide such notice will not restrict its right to suspend, modify, or discontinue the Service or any feature of a Service.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based

connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries, or wishing to use Services in any location deemed unacceptable by Cox in its sole discretion.

**A4. Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable

fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event arbitration or suit, as the case may be, is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

#### **A5. Customer Responsibilities.**

(a) Customer is responsible for all internal wiring, Customer equipment (e.g., Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees

or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

(b) Customer shall not, without Cox's prior written consent, use or disclose the Confidential Information of Cox during the Term of the Agreement and for two (2) years following the expiration or termination hereof. As used herein, "Confidential Information" shall mean any non-public information owned or duly licensed by Cox relating to its respective business activities, products, services, financial affairs, technology, marketing or sales plans disclosed related to the Agreement, and received by Customer pursuant to the Agreement, including, but is not limited to, the terms and pricing of the Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by Customer, (ii) is received by Customer from a third party not under a duty of confidence, or (iii) is already known or is independently developed by Customer without use of the Confidential Information. Customer will take all reasonable precautions to protect Cox's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. Notwithstanding the foregoing, Customer may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and are contractually and/or legally subject to a duty of confidentiality, or (ii) pursuant to legal process; provided that Customer shall, unless legally prohibited, provide Cox with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure.

**A6. Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any

battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

**A7. Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit

tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Cox reserves the right to increase rates charged to Customer for Cox Equipment and to changes any related payment terms from time to time during the Initial Term and any Extended Term(s) without prior notice. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Customer acknowledges and agrees that Cox shall have the right to enter the Premises upon reasonable notice to Customer to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### **A8. Customer Internal Distribution System.**

In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate

delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination and Cox shall have no obligation to provide the Service, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

**A9. Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations



under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); and (ii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the "Service Areas". For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox elects to provide its Services.

**A10. Force Majeure.** Customer shall have no claim against Cox for any failure to perform its obligations hereunder, in whole or in part, as a result of or caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers; (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain; (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning;

(vii) third party cable cut(s); (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible; or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

**A11. E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox the applicable early termination fees and any unpaid non-recurring charges.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E-Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the parties. Customer's continued use of or payment of the Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional year. The Services may be upgraded or modified at any time via a

mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

**A12. Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, a policy that provides for the termination in appropriate circumstances of Customer's subscribers and account holders who are repeat infringers under Section 512(i) of the DMCA, and by responding expeditiously upon receipt of a notice of claimed infringement to remove or disable access to material that is claimed to be infringing, to the extent required by the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation by repeated infringement of copyright or failure to comply with the DMCA. Customer is responsible for providing to Cox the contact information and email address for Customer's designated DMCA agent for any DMCA related infringement claim notice that Cox may be required to provide to Customer in accordance with applicable law. Customer must immediately inform Cox in writing if the designated DMCA agent contact information or email address is changed or modified during the term of the Agreement and provide this updated information to Cox. Failure by Customer to adhere to these DMCA notice requirements shall constitute a Default as defined in Section A4 of these General Terms. Customer shall indemnify Cox

for any claims, actions, or demands relating to or arising out of Customer's failure to provide current and accurate designated DMCA agent information. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

**A13. Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Agreement and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personal information to third parties via the Services. Customer and Cox do not intend that Cox will receive or have access to any personal information of Customer's end-users in providing its Services. Customer assumes all privacy notice and consent obligations to its end-users regarding any collection, use or disclosure of the end-users' personal information, including any personal information that may be disclosed to or accessed by Cox in providing its Services. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any claims, including without limitation, claims from Customer's end users, or any regulatory agency or person, that arise, in whole or in part, from Customer's collection, use or disclosure of its end users' personal information in breach of this Agreement or in violation of applicable privacy laws.

RingCentral Services will be governed by RingCentral's privacy notice ("RC Privacy Notice"), available at:

<https://www.ringcentral.com/legal/privacy-notice.html>

**A14. Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice.

**A15. Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the physical location of the Cox Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e., on the Customer side of said Demarcation Point(s)).

**A16. Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are

automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

**A17. Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

**A18. Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or need for an after-hours appointment.

**A19. Indemnity.** Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by

Customer, its employees, agents or any end users of the Services.

**A20. LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICE, OR THAT ANY THIRD-PARTY PROVIDED SERVICES WILL WORK WITH OR SUPPORT ANY COX SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH CUSTOMER'S THIRD- PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NOT A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER. HOWEVER, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT

NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY. CUSTOMER AGREES THAT, UNDER ALL OF THE CIRCUMSTANCES, THE THREE (3) MONTHS' FEES LIMITATION ON COX'S LIABILITY IS FAIR AND REASONABLE.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY

WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

**A21. Protected Health Information.** In providing its Services, Cox is not and does not intend to be a business associate or "contractor" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) regulations, state healthcare privacy laws, or their associated regulations, as amended ("Medical Privacy Laws"). Cox has only random and infrequent access to protected health information as a conduit in the provision of its Services as necessary for transaction or required by law and does not store any protected health information other than on a temporary basis incidental to the transition over the Services. It is Customer's responsibility to adequately protect any patient, medical, or protected health information. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

**A22. Viruses, Content, Customer Information.** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains

a virus or other harmful code.

**A23. Offshore and International Services.** Cox may determine, in its sole discretion, and at any time, whether or not to provide Services and/or any indirect, ancillary or overhead service outside the continental United States.

**A24. Audit.** Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

**A25. Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e., Type-II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty (30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

**A26. Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to

this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or (ii) any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

**A27. Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information (CPNI) to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

**A28. Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any electronic notice hereunder shall be the day that such notice was sent. The effective date of any non-electronic notice hereunder shall be the three (3) business days from the date such notice was sent. The mailing addresses of the parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328,

Attn: Vice-President, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

**A29. Fraud or Misuse of the Services.**

Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; (xiv) engaging in 'robocalling' or continuous or extensive call forwarding or long distance abuse; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fees. Cox

shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

**A30. Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary equipment and facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

**A31. Changes.** Cox, in its sole discretion, may modify, add, supplement and/or remove any of the

General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may either (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) provide notice to Customer that the opted-out Revisions will not apply to Customer for the duration of the then-current Initial Term and/or Extended Term(s), as applicable. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing

the AUP shall not constitute review or approval of Customer's or any other users' use.

**A32. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION").**

IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

(A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Cox's privacy policy or the AUP). The parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

(B). OPT OUT. CUSTOMER MAY OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT



CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER'S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as defined below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C). EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47

U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D). Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E). Class Action Waiver. Customer and Cox agree that all Disputes between Customer and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F). Arbitrator Authority. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall

be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G). Informal Dispute Resolution. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205 B

Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H). Arbitration Procedures. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All

arbitrations shall be conducted by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures as modified by this Dispute Resolution Provision. NAM's Comprehensive Dispute Resolution Rules and Procedures and additional information about NAM are available on its website at [www.namadr.org](http://www.namadr.org) or by calling 1-800-358-2550. If the claim asserted in arbitration is for less than \$75,000, the NAM Administrator will determine whether a party is to be classified as a consumer. If the claim asserted is for \$75,000 or more, the arbitration will be treated as commercial in nature. If there is a conflict between NAM's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the NAM's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer's own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I). Jury Trial Waiver. If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J). Survival. This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision

shall apply.

**A33. Miscellaneous.** This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence): (i) the terms and conditions set forth in this Agreement; (ii) the applicable Cox tariff or SG. In the event of any conflict between these General Terms and any terms and conditions in the CSA, MSA or any other written agreement in which these General Terms are incorporated, whichever is applicable, these General Terms shall control. Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and

obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment. Except as expressly set forth in this Agreement, neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

**A34. Scope of Agreement.** This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration, demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

**A35. Regulatory Authority.** The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing

documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

processing, and automated decision-making tools.

**A36. Ownership.** Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property. As between the parties, Cox owns all rights, title and interest in and to the Services.

**A37. Feedback.** If Customer provides Cox with feedback and/or suggestions about the Services, then Customer hereby grants Cox an irrevocable, perpetual, sublicensable right and license to fully exploit and use that feedback and suggestions for any purpose whatsoever, including, but not limited to, incorporation into the Services, resale and/or the creation of derivative works.

**A38. Third-Party Provided Service.** In the event Cox utilizes a third-party provider to furnish the Services to Customer, Customer acknowledges and agrees any terms and conditions imposed on Cox by such third-party provider may take precedence over any term and conditions described within this Agreement, including, but not limited to, any technical specifications, performance specifications, service type, Service Level Agreements, or installation timeframes, as determined by Cox in its sole discretion.

For any Service provided via a third-party provider, Cox may pass through any outage credits Cox actually receives from the applicable third-party provider, not to exceed the Credit Allowance amount as defined by this Agreement. In the event Customer terminates a Service provided by a third-party provider other than for breach by Cox, Customer shall be responsible for any third-party provider fees assessed and sent to Cox, in addition to any other early termination liability described in this Agreement.

**A39. Artificial Intelligence.** Cox may utilize artificial intelligence (AI) technologies to enhance the Services and improve user experience. The AI systems employed may include, but are not limited to, machine learning algorithms, natural language

## **B. Terms and Conditions Applicable to Internet and Network Services**

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

### **B1. Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures) SHALL APPLY.**

Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Cox reserves the right to change an IP address at any time for any reason. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy). Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees). The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from

time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox may employ reasonable network management practices to address bandwidth usage.

### **B2. Equipment Requirements For Customer Provided Modem.**

Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

### **B3. IP Address/Domain Name Registration.**

Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

### **B4. Cox Optical Internet with Burst Option ("Burstable Service").**

Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is

calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95<sup>th</sup>) Percentile. If the Ninety-Fifth (95<sup>th</sup>) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95<sup>th</sup>) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95<sup>th</sup>) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

**B5. Customer Purchased WiFi Service.**

Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi

Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

**B6. Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall

not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at [www.cox.com](http://www.cox.com), or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and

environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat countertop or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

**B7. Managed Wi-Fi.** In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to the applicable early termination fees. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi Services. Unless otherwise agreed to in writing by

Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

**B8. Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to the applicable early termination fees. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the



Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Customer shall notify Cox of any breach of security of which it becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services. Use of the Managed Router Service(s) is subject to Cox's third party provider's VeloCloud End User Subscription Agreement posted at <https://www.velocloud.com/company/subscription/> and Data Processing Addendum at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf> and are incorporated into the Agreement by these references (collectively, "VeloCloud Terms"). In the event of a conflict between the VeloCloud Terms and any other term or condition of the Agreement, the VeloCloud Terms shall control with respect to the purchase and/or use of the Managed Router Services.

**B9. Managed SD-WAN.** If Customer purchases Managed SD-WAN Services of any type or any other similar product offering (referred to individually and collectively, as "Managed SD-WAN Service(s)"), this provision shall apply. Use of the Managed SD-WAN Service(s) is subject to the VeloCloud Terms. In the event of a conflict between the VeloCloud Terms and

any other term or condition of the Agreement, the VeloCloud Terms shall control with respect to the purchase and/or use of the Managed SD-WAN Services.

**B10. Wavelength Service Best Effort Restoration Feature.** The Cox Wavelength network allows for automatic restoration of Wavelength services in certain instances. If a Wavelength service experiences a fiber cut or other major outage, the Wavelength service may be automatically rerouted across another non-affected path, if available. Once the Wavelength service has been restored, traffic will revert to the original path. Any Wavelength service with automatic traffic rerouting shall not be considered a protected or enhanced Wavelength service. Automatic traffic rerouting is a best-effort feature provided at no additional cost as a potential operational benefit to Customer. Cox shall be subject to no liability, and Customer shall not be entitled to any credits, in the event the automatic restoration described in this Section B10 fails to occur. If Customer purchases diverse routes to the applicable Wavelength from other service providers and wants to deactivate this automatic restoration feature, Customer must inform Cox in writing and request deactivation.

## C. Terms and Conditions Applicable to Voice and Tariffed Services

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

**C1. Voice Services Generally.** "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, any RingCentral Services, and any other voice telephone service or feature. Voice Services are subject to change from time-to-time by Cox in its sole discretion. Upon at least thirty (30) days prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

If Customer purchases RingCentral Services, Customer and its use of such RingCentral Services shall also be subject to the terms set forth at <https://www.ringcentral.com/legal.html> (the "RingCentral T&Cs and Policies"). In the event of any conflict between the RingCentral T&Cs and Policies (including any additional agreements, attachments, weblinks, terms, guidelines, codes, and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the RingCentral T&Cs and Policies shall govern and control.

**C2. Telephone Numbers.** Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the

telephone number(s) associated with Cox telephone Voice service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. After activation of service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below).

If Customer purchases RingCentral Services, Customer shall be subject to the "RingCentral Numbering Policy" (<https://www.ringcentral.com/legal/policies/numbering-policy.html>) included as a part of the RingCentral T&Cs and Policies. In the event of any conflict between this Section C2 and the RingCentral Numbering Policy, the RingCentral Numbering Policy shall govern and control.

**C3. Tariffs/Service Guides.** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at <http://www.cox.com/phonetariffs> and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term in the Agreement. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for

the balance of the Term.

**C4. 911 Access.** Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

**C5. Usage and Additional 911 Access Terms.** THE TERMS AND CONDITIONS ABOUT COX'S 911 AND USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN: [coxbusiness.com/e911](http://coxbusiness.com/e911). If Customer purchases RingCentral Services, Customer and its use of the RingCentral Services shall be subject to RingCentral's Emergency Services Policy (<https://www.ringcentral.com/legal/emergency-services.html>) (the "RingCentral Emergency Services Policy") included as a part of the RingCentral T&Cs and Policies. For RingCentral Service, Customer is responsible for maintaining accurate Customer information related to 911 in the RingCentral platform. In the event of any conflict between this Section C5 and the RingCentral Emergency Services Policy, the RingCentral Emergency Services Policy shall govern and control.

**911 Registered Address Location.** All Voice Services have at least one registered physical address for 911 purposes. All Voice Services, except for those explicitly described as being non-mobile nomadic (capable of being used in multiple fixed locations), provided under this Agreement are only intended for use at the single registered physical address installed by Cox. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. In addition, customers can enter enhanced location information (for example, with floor or office in an office building) for 911 purposes

through the MyAccount portal. Customers are solely responsible for inputting and/or verifying their enhanced location information via the MyAccount portal. VoiceManager IP Centrex Service customers do not have access to enhanced location information or non-mobile nomadic features in all areas, in which case, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange (PBX) in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

For all voice services, which are expressly described as being non-mobile nomadic in nature (for example, Teleworker, National Number with Teleworker, or any IP Centrex service utilizing a third-party unified communications app, such as Cisco WebEx or Microsoft Teams), customers have the ability to enter specific location information for addresses in the United States in addition to the billing address into the ALI database and are solely responsible for inputting and/or verifying their specific location information. Customer shall ensure that the specific location information for 911 purposes remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features. Customers using Cox products or a third-party unified communications app relying on Cox databases will enter their specific location information for 911 purposes via MyAccount. Integration with unified communications apps can vary and users may receive differing prompts and amounts of prompting to update their specific location information for 911 purposes. Regardless of app prompts, Cox routes all such 911 calls based on the information contained in the specific location information, accessible via My Account. Customers shall refer to the user materials provided by Cox, available at <http://www.coxbusiness.com/starthere>, to ensure that their unified communications apps settings are configured properly to work with Cox services. In these instances, Cox will store and process the location information in My Account.

Some customers may choose to rely on cloud-based unified communications apps, instead of Cox, to

serve as their virtual Multi-Line Telephone System (MLTS) operator and handle certain 911 functions. For example, customers with Cloud Voice for Microsoft Teams have selected Microsoft Teams as their virtual MLTS operator, so Microsoft Teams is responsible for complying with MLTS regulatory requirements, such as, but not limited to, Kari's Law dialing and notification requirements (ensuring that users are not required to dial any digits before 911 to access emergency services and that a notification is sent to a centralized contact whenever a 911 call is placed); collecting, storing, and processing 911 location information; and routing 911 calls to a 911 operator or PSAP. Cox does not guarantee or warrant that virtual MLTS systems are compliant with FCC 911 requirements or will route 911 calls properly. In addition, Cox, at its sole discretion, may pass through to Customer and Customer agrees to pay any and all per 911 call operator charges it receives from the operator for Customer's 911 calls placed over a virtual MLTS systems that are routed to an intermediary operator before being routed to a PSAP.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, CUSTOMER'S FAILURE TO UPDATE OR INPUT ACCURATE 911 SPECIFIC LOCATION INFORMATION FOR ANY NON-MOBILE NOMADIC VOICE SERVICE OR ENHANCED LOCATION INFORMATION FOR ANY VOICE SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY THIRD-PARTY SOFTWARE, APPLICATION, VIRTUAL MLTS SYSTEM, OR 911 PROVIDER (E) A NON- MOBILE NOMADIC CALL PLACED OUTSIDE OF THE CONTIGUOUS UNITED STATES; (F) A NON-MOBILE NOMADIC CALL PLACED FROM A LOCATION OTHER THAN THE ADDRESS LISTED AS THEIR SPECIFIC LOCATION INFORMATION; (G) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE NECESSARY TO RECEIVE

VOICE SERVICE, (H) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES; (I) CUSTOMER'S FAILURE TO CONFIGURE A UNIFIED COMMUNICATIONS APPLICATION TO ALLOW PROPER INTEGRATION WITH COX'S VOICE SERVICE, OR (J) FAILURE TO PROVIDE LOCATION INFORMATION OR CORRECT LOCATION INFORMATION FOR 911 PURPOSES TO OR FROM A THIRD-PARTY UNIFIED COMMUNICATIONS APPLICATION, VIRTUAL MLTS SYSTEM OR 911 PROVIDER.

**C6. PIN Access.** The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

**C7. Letter of Agency.** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased under this Agreement that are ported to Cox, RingCentral, or the applicable third party service provider.

**C8. Long Distance (State-to-State and International Telephone Services).** If Customer subscribes to or uses any long distance (State-to-State and/or International) telephone Services from Cox, such Services shall be provided pursuant to the additional terms and conditions contained in the Long Distance Phone Services Agreement which may be found at <https://www.cox.com/aboutus/policies/business-customer-phone-agreement.html> and the applicable terms and conditions at [https://www.cox.com/content/dam/cox/aboutus/documents/Surcharges\\_and\\_Fees.pdf?sc\\_id=cb\\_cbdm\\_cb\\_cb\\_cbsurchargesandfees\\_cbvanity\\_cbT317](https://www.cox.com/content/dam/cox/aboutus/documents/Surcharges_and_Fees.pdf?sc_id=cb_cbdm_cb_cb_cbsurchargesandfees_cbvanity_cbT317), all of which are incorporated into the Agreement by this reference.

**C9. Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any

applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

**C10. Off-Network Voice Services.** Non-mobile nomadic services may be used in multiple fixed locations only in the contiguous United States and require a broadband Internet connection at all times. If used in locations outside of the boundaries of Cox's network or if used at a location that is not a Cox Business internet customer, Customer is responsible for obtaining its own non-Cox Business- provided broadband internet connection, as non- mobile nomadic services cannot operate without a broadband internet connection and is subject to Cox's rights to terminate the Service if Cox determines in its sole discretion that the location where is the Service is received or used is unacceptable to Cox. Any interruptions, degradations, outages or any other issues related to broadband Internet connections may cause interruptions, degradations, outages or other issues with non-mobile nomadic voice services provided by Cox. THEREFORE, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NON-MOBILE NOMADIC VOICE SERVICES (INCLUDING RINGCENTRAL) RELYING ON NON-COX BUSINESS PROVIDED BROADBAND INTERNET CONNECTIONS, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE

OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE, REGARDLESS OF THE CAUSE. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NON-MOBILE NOMADIC VOICE SERVICES. Any installation, repair, troubleshooting, and/or Truck Rolls for non-mobile nomadic voice services outside of Cox's market area may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market services. The provision of non-mobile nomadic voice services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate non-mobile nomadic voice services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from non-mobile nomadic voice services, and some features may only be available to Customer at an additional cost.

**C11. Backup Power/E911.** For IP-based voice Services, Cox will install IP-based voice line terminating equipment, which may include embedded multimedia terminal adapters (eMTAs), integrated access devices (IADs), and/or voice gateways. This Cox Equipment, and any other Cox-provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox, notwithstanding installation at or attachment to Customer's Premises. IP-based voice Services will not operate or access E911 in the event of a power outage without backup power and are referred to herein as "Power Dependent Voice Lines."

For any Customer purchases of Power Dependent Voice Lines after July 1, 2024, Customer shall notify Cox whether such Power Dependent Voice Lines shall be designated as a "Critical Line" or a "Standard Line" based on Customer's intended use. Any designations of Critical Lines shall be reflected on the face of this Agreement or the applicable Service Order. A "Critical Line" is a Power Dependent Voice Line that is used to carry traffic deemed by Customer to require enhanced reliability, such as alarm lines, elevator lines, and security lines. A "Standard Line" is a Power Dependent Voice Line purchased and/or installed after July 1, 2024 that is not designated a Critical Line.

Any Power Dependent Voice Line purchased and/or installed by Cox prior to July 1, 2024 shall be deemed



a "Legacy Line", unless otherwise designated in the Agreement or the applicable Service Order.

Cox will provide Customer with backup power for Cox-provided voice line terminating equipment and Cox-provided transport equipment associated with Critical Lines. Customer is responsible for providing backup power for all other equipment connected to Critical Lines on Customer's Premises. Cox does not provide backup power for any Cox Equipment associated with a Standard Line. Customer is responsible for monitoring the performance of any backup power source provided by Cox that provides power to any eMTA(s) associated with Legacy Lines. Upon Customer's request, Cox will provide Customer with a replacement backup power source for eMTA(s) associated with Legacy Lines until Cox provides Customer with at least thirty (30) days prior written notice of a change in policy. For Legacy Lines without an eMTA, Customer is responsible for backup power for all Cox Equipment and all Customer equipment on Customer's Premises.

IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S STANDARD LINES (INCLUDING ANY LINES PROVIDED TO CUSTOMER BY A THIRD PARTY SERVICE PROVIDER THAT ARE RESOLD BY COX UNDER THIS AGREEMENT) AND CUSTOMER'S LEGACY LINES WITHOUT A COX PROVIDED EMTA WILL NOT OPERATE WITHOUT A CUSTOMER-PROVIDED POWER SOURCE, AND CUSTOMER WILL NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S LEGACY LINES WITH A COX PROVIDED EMTA MAY NOT OPERATE DEPENDING ON THE CONDITION OF THE COX PROVIDED BACKUP POWER SOURCE, AND CUSTOMER MAY NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, COX PROVIDED BACKUP POWER SOURCES THAT ARE FULLY CHARGED WILL POWER CUSTOMER'S CRITICAL LINES (INCLUDING ACCESS TO E911) FOR UP TO 8 HOURS, EXCEPT WHERE COX IS UNABLE TO PLACE AND OPERATE NETWORK BACKUP POWER EQUIPMENT DUE TO SAFETY CONCERNS SUCH AS, BUT NOT LIMITED TO, NATURAL DISASTERS, WILDFIRE CONDITIONS, FORCED GOVERNMENT EVACUATIONS, AND FUEL SHORTAGES. DURING THE TERM OF THIS AGREEMENT, COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF CUSTOMER TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF (A) CUSTOMER REMOVES, UNPLUGS, DISCONNECTS, OR DAMAGES ANY COX PROVIDED LINE TERMINATING EQUIPMENT OR

OTHER COX EQUIPMENT OR (B) CUSTOMER FAILS TO CHARGE THE BATTERY FOR SUCH EQUIPMENT AT ANY TIME. COX USES CUSTOMER'S VOICE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF COX PROVIDED LINE TERMINATING EQUIPMENT OR OTHER COX EQUIPMENT INSTALLED AT CUSTOMER'S PREMISES IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS VOICE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS TO BE UPDATED.

**C12. Cortelco Analog Telephones Handsets.** If Customer leases or purchases Cortelco analog telephone handsets from Cox, the additional terms and conditions at [coxbusiness.com/cortelcophones](http://coxbusiness.com/cortelcophones) shall apply.

**C13. Call Recording.** Cox does not currently provide call recording as a first party feature of its Services but may refer Customer to third party services. If Customer enables any third-party call recording service, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email address. If Customer purchases RingCentral Services from Cox, certain call recording features may be available to Customer as a part of such RingCentral Services. If Customer, or any end user of the Service, records any telephone call or conversation using Cox Equipment or Services provided by Cox (including with the use of any third-party service or equipment), Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY ASSOCIATED WITH ANY RECORDING MADE USING ANY COX EQUIPMENT OR SERVICES OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT OR SERVICES, OR OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY, FAILS OR IS OF POOR QUALITY. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICES

OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH RINGCENTRAL OR CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NEITHER A CALL RECORDING SERVICE PROVIDER NOR A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER (INCLUDING RINGCENTRAL). HOWEVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT. Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox Related Parties from any and all claims arising from or related to recordings made using the Services, any Cox provided Equipment or any third-party services or equipment. Customer is solely responsible for any services or additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide or support such equipment or services.

**C14. Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

**C15. Use of Services with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones, messages, or communicates with another without disclosing his/her true identity to the person answering the telephone or receiving the message or communication, whether or not conversation ensues. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls or sending the messages or other communications to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

If Customer purchases RingCentral Services, Customer and its use of such RingCentral Services shall be subject to the terms of the RingCentral Acceptable Use Policy set forth at <https://www.ringcentral.com/legal/acceptable-use-policy.html> (the "RingCentral AUP"). In the event of any conflict between the RingCentral AUP (including any additional guidelines, weblinks, and/or other policies set forth therein) and the Cox AUP, then the RingCentral AUP shall govern and control.

**C16. Fraud.** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that, or

is otherwise alerted that, the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox or the applicable third party service provider may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer.

**C17. Interconnected VoIP (iVoIP) Services.**

For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, any RingCentral-based Service sold to Customer under this Agreement, and any other Cox Service or feature that

(i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. The Network Interface Fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data

VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e., IP telephones, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, neither Cox nor any Cox Related Party shall be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

**C18. Early Termination of Cox Business VoiceManager IP Centrex and RingCentral-Based Service Seats.**

Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or any RingCentral-based Service Seats (as defined below) that Customer ordered from Cox under this Agreement, without incurring any early termination fees for such terminated Seats. This reduction of the early termination fees does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or RingCentral-based Service Seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats and RingCentral-based Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service or any RingCentral-based Service permitted at any one time.

**C19. Additional Limitation of Liability of Cox and RingCentral.**

With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims,



demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). The liability of Cox and/or any Cox Related Party arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published

telephone number places a call for 911 Access, Cox and/or any applicable Cox Related Party(-ies) will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

If Customer purchases RingCentral Services, Customer and its use of the RingCentral Services shall be subject to RingCentral's Emergency Services Policy (<https://www.ringcentral.com/legal/emergency-services.html>) (the "RingCentral Emergency Services Policy") included as a part of the RingCentral T&Cs and Policies. In the event of any conflict between this Section C19 and the RingCentral Emergency Services Policy, the RingCentral Emergency Services Policy shall govern and control.

**C20. Station Equipment.** The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox and/or any applicable Cox Related Party(-ies) will, where practicable, notify the Customer that temporary discontinuance of the use of a service or any associated equipment may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's or, as the case may be, the applicable Cox Related Party's right to discontinue forthwith the use of a service or any associated equipment temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

**C21. Voice Services Surcharges and Fees.** Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with

carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(b). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

A non-exhaustive list of additional Taxes, Fees, and Surcharges that may apply is described at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and [coxbusiness.com/cbsurchargesandfees](https://www.coxbusiness.com/cbsurchargesandfees). Cox may charge additional Taxes, Fees, and Surcharges which may not be described in this Agreement or the link in the preceding sentence. All Taxes, Fees, and Surcharges are subject to change from time to time.

**C22. Toll Service.** If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox may review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within forty-eight (48) hours, Cox may suspend or terminate Service. If a Customer exceeds the average monthly toll charges of Cox's customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of \$100.00.

**C23. Unlimited Services.** Cox Voice Services provided on an unlimited basis shall be subject to the additional restrictions in this Section, and all other use restrictions set forth in the Agreement,

including, without limitation, Sections A29, C15, and C16. Unlimited Voice Services shall apply only to direct-dialed outbound calls to the United States made from the line subject to an unlimited plan. Unlimited calling is not available for calls shorter than two minutes in length. Unlimited calling shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, each of which may incur additional charges to Customer. Unlimited calling plans shall not be used in conjunction with (a) call center applications, (b) Automatic Call Distribution (ACD) systems, (c) long distance Internet access, (d) resale of unlimited minutes, (e) PBX trunks or services, (f) non-square electronic key and hybrid telephone systems, (g) ground start line or trunks, (h) ISDN services, (i) public telephone services, (j) public access smart-pay phones, (k) multiparty conference calling, multiparty "chat" lines or engaging in activities that generate minutes that result in revenue-sharing by a Customer, or (l) the functional equivalent of any system listed above. Cox and/or the applicable Cox Related Party(-ies) retains the right to monitor the type and volume of Customer's usage to ensure that Customer's use of the plan is consistent with all restrictions provided for in the Agreement. If Cox or the applicable Cox Related Party(-ies) determines that the Customer is in violation of any restrictions in this Agreement, Customer shall forfeit eligibility for the unlimited plan and Cox or the applicable Cox Related Party(-ies) may suspend or terminate Services provided to Customer or move the Customer's service to another plan offered by Cox or such Cox Related Party(-ies). If Customer purchases RingCentral Services for its use on an unlimited basis, Customer shall also be subject to the terms set forth at <https://www.ringcentral.com/legal.html> (the "RingCentral T&Cs and Policies"). In the event of any conflict between the RingCentral T&Cs and Policies (including any additional weblinks and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the RingCentral T&Cs and Policies shall govern and control.

**C24. Call Validation.** Cox, certain Cox Related Parties, and the telecommunications industry are developing and implementing new call validation techniques to attest that calls are placed from known and identified customers. As the industry enables these call validation techniques, there may be unanticipated impacts to call origination and

completion, which may be outside of Cox's or, as the case may be, the Cox Related Party's control. Cox is an active participant in industry forums and will work with other participating carriers to minimize negative impacts associated with the rollout of call validation. NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF OUTGOING OR INCOMING CALLS TO BE COMPLETED DUE TO CALL VALIDATION ATTESTATION LEVELS OR IMPLEMENTATION OF CALL VALIDATION TECHNIQUES. If a Customer disagrees with its call validation attestation level, Customer must contact Cox to discuss whether the attestation level may be changed. For the avoidance of doubt, the following does not apply for RingCentral Services: Cox uses call analytics and caller-id authentication to attempt to identify calls that are of high-, medium- and low-risk of being illegal or scam calls and automatically blocks calls predicted to be high-risk for any active telephone number or direct inward dialing line used with Voice Services. Customer will be able to change and manage the call treatment settings for each category of calls through MyAccount. RingCentral Service customers will be able to change and manage the call treatment for active telephone numbers or direct inward dialing lines in the RingCentral App and Customer/Administrative Portal.

**C25. RingCentral Services.** Customer hereby agrees and acknowledges that RingCentral, Inc. ("RingCentral") is the provider of the Services and products described above that reference RingCentral (the "RingCentral Services") and that Cox is reselling RingCentral Services to Customer. Customer's use of the RingCentral Services shall subject Customer and its end users to both the terms of this Agreement (as defined below) with Cox and the RingCentral End User Terms set forth at <https://www.ringcentral.com/legal/eulatos.html> (the "RingCentral Terms"). Customer's execution of this Agreement or, if earlier, Customer's use of the RingCentral Services shall mean that Customer has read, understands, accepts, and agrees to this Agreement and the RingCentral Terms. In the event of any conflict between the RingCentral Terms (including any additional weblinks and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the RingCentral Terms shall govern and control. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT (A) CUSTOMER'S ACCEPTANCE OF THE RINGCENTRAL TERMS SET FORTH AT

<https://www.ringcentral.com/legal/eulatos.html> CONSTITUTES A SEPARATE, BINDING, AND ENFORCEABLE CONTRACT EXCLUSIVELY BETWEEN CUSTOMER AND RINGCENTRAL, WHICH MAY SUBJECT CUSTOMER TO LIABILITY FOR VIOLATIONS OF THE RINGCENTRAL TERMS, AND (B) ONLY RINGCENTRAL, NOT COX, SHALL HAVE ANY LIABILITY TO CUSTOMER RELATING TO RINGCENTRAL'S PROVISION OF THE RINGCENTRAL SERVICES.

The following three provisions in this Section C shall not apply to Cox's resale of the RingCentral Services: C4 (911 Access), C12 (Cortelco Analog Telephone Handsets), and C22 (Toll Service).

#### **SMS/MMS Associated With RingCentral Services:**

Usage of SMS/MMS associated with RingCentral Services is subject to the RingCentral SMS/MMS content policies ([ringcentral.com](http://ringcentral.com)). To utilize SMS/MMS services, Customer must register and be approved by RingCentral, in their sole discretion, prior to launching each SMS/MMS campaign. SMS/MMS are usage based services which may incur charges, and such charges may appear delayed on invoices from Cox. Certain RingCentral services may include specific SMS/MMS allotments. Customer will be subject to additional charges if its use exceeds its SMS/MMS allotment. Customer agrees that it is aware of its allotment by signing this Agreement."

#### **CPE Associated With RingCentral Services:**

All sales of CPE from Cox associated with RingCentral Services are final. For CPE purchased from Cox, Customer will pass-through a limited 12 month warranty that Cox receives from RingCentral for CPE purchases in connection with a deficiency or non-conformance of the device to an order or a warranty that Cox receives from RingCentral. Customer will be responsible for costs associated with warranty returns that are not covered under RingCentral's warranty. Customer acknowledges and agrees that purchases of CPE shall be subject to the intellectual property provisions and compliance with laws and export provisions outlined in the RingCentral, Inc. Terms and Conditions of Sale of Hardware

#### **RingCentral Bring Your Own Device Feature:**

Customers who provide IP Phones/CPE/Devices separate from Cox and use the RingCentral Bring Your Own Device (BYOD) feature are solely responsible for configuring and managing their devices. The devices must be compatible with RingCentral and in good working order. The Customer must either own or

have the right to use the devices and must have the right to configure the devices to be used with the RingCentral platform. RingCentral supports BYOD devices via 2 mechanisms (1) assisted provisioning where RingCentral will manage pushing configurations and firmware to Customer devices one the Customers add the device to RingCentral, (2) Customer can manually configure SIP capable devices to operate with the RingCentral platform. If manual configuration is chosen for the devices, Customer is 100% responsible for changes or updates to the phones security, configuration and firmware as the devices is 100% managed by the Customer.

**RingCentral 3<sup>rd</sup> Party Integrations:** Neither Cox nor RingCentral is liable for any 3rd party integrations the Customer may perform or contract with Cox or RingCentral to integrate as part of a Professional Services engagement.

**Maintenance Related to RingCentral Service:** Notwithstanding anything to the contrary in the Agreement, for any maintenance related to any RingCentral Service, Cox will only be able to provide Customer notice 3-5 business days in advance of any such maintenance that Cox reasonably anticipates may interrupt RingCentral Service.

## **D. Terms and Conditions Applicable to Video Services**

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

**D1. Video Service.** If Customer is purchasing video Service, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time-to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g., TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service, including, but not limited to, video display equipment such as video monitors, televisions or other similar displays. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services are on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Agreement.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if

certain programming is interrupted, discontinued or substituted. Cox may change video and music Service prices periodically during the Term of this Agreement upon thirty (30) days prior written notice. Residential video rates are not available to Customer and Customer shall be liable to Cox for the difference between the Cox Business video rates and any residential rates. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay-Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Further, Customer's indemnity

obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Services and DVR Equipment provided by Cox to Customer.

**D2. Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The current Broadcast Surcharge fee may be posted at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees).

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer. The current Regional Sports Surcharge may be posted at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees).

The Broadcast Surcharge, Regional Sports Surcharge, and any other surcharges and fees on the video services are subject to change from time to time. Additional surcharges and fees may apply and are all subject to change from time to time.

Video services provided to bars and restaurants may be subject to additional surcharges as determined solely by Cox and which are also subject to change from time to time.

**D3. Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other

intellectual property or proprietary rights. Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer. For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g., HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to immediately terminate the Agreement and/or require that Customer immediately pay all applicable early termination fees and/or require that Customer pay Cox the standard fee Cox would have charged Customer had Customer contracted with Cox to receive the Premium Channels as of the date Cox first provided the Service to Customer. Customer shall indemnify, defend and hold Cox, its parents and Affiliates, harmless from any claims arising from Customer's or any end users unauthorized use of any channel. Cox reserves the right to audit the Premises receiving Services, from time to time during the Term, to determine if Customer or any end user are receiving any signals for any channels that Customer is unauthorized to receive.

**D4. Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox

may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box or (ii) Customer's refusal to cooperate or provide access to Cox to administer the transition (as solely determined by Cox), shall each be a material breach of the Agreement permitting Cox to immediately terminate the Agreement and/or the affected video Service(s) due to Customer's breach and Customer shall pay the applicable termination fee. As clarification, the digital box rental fee is a separate 'fee' the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Customer shall have no right to terminate the Agreement due to the transition of channels to a digital transmission and/or the addition of the rental fee for the digital boxes or insertion equipment. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

## **E. Terms and Conditions Applicable to Other Services**

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

**E1. Web Hosting Servers.** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full-time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Neither Cox nor any Cox Related Party shall have any liability to Customer for such outages or server downtime. Customer shall be solely responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

**E2. Cox Email Account.** Cox may, with at least thirty (30) days prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer or migrate all or any portion of a Cox email account(s) to a third party service provider. Any such termination or suspension shall be made by Cox in its sole discretion and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination, suspension, or migration of Customer's email account(s) and/or access to the service. Customer must log into its email account(s) using a desktop browser at least once per year.

**E3. Transport Service Outside the Continental United States.** If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States

("International Transport Services"), Customer authorizes Cox to act as its agent to purchase such International Transport Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Transport Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Transport Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Transport Services provided that in no event shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Transport Services with any Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Transport Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate any Services received, provided or used outside the continental United States at any time upon written notice to Customer.

**E4. Terms and Conditions Applicable to DDoS Services.** With respect to DDoS services sold by Cox, the following provisions shall apply:

(a) **DDoS Mitigation Managed Service.** In the event that Customer purchases DDoS Mitigation Managed Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Managed Service Terms and Conditions" which are posted at <https://www.cox.com/content/dam/cox/aboutus/documents/DDOS-Mitigation-Terms-and-Conditions.pdf> which are incorporated into this Agreement by this reference (the "DDoS Mitigation Managed Service Terms"). In the event of a conflict



between the DDoS Mitigation Managed Service Terms and any other term or condition of the Agreement, the DDoS Mitigation Managed Service Terms shall control with respect to the purchase and/or use of the DDoS Mitigation Managed Services.

(b) **DDoS Mitigation Essential Service.** In the event that Customer purchases DDoS Mitigation Essential Service from Cox, this Section E4(b) shall apply. The DDoS Mitigation Essential Service continuously monitors Customer traffic and categorizes such traffic as legitimate or malicious (DDoS) using pre-defined digital signatures. Traffic that is categorized as DDoS traffic is intercepted and discarded or rate-shaped while traffic categorized as legitimate is allowed to pass. In order to receive the DDoS Mitigation Essential Service from Cox, Customer must, at its sole cost, maintain an acceptable Cox Internet Service and static IP address that routes exclusively to Cox at all times. Customer acknowledges that Cox is not liable for the failure of performance of the DDoS Mitigation Essential Service should Customer fail to meet the foregoing requirements, and the failure of Customer to maintain such requirements shall not release Customer from its obligations under the Agreement.

For purposes of clarity, DDoS Mitigation Essential Service (i) does not offer manually-triggered mitigation, automated reporting, or alteration of the underlying automated policy, (ii) provides Customer only with the ability to enable or disable the policy-driven auto-mitigation by contacting Cox Customer Care, as set out in more detail below, (iii) is not guaranteed to prevent all DDoS attacks, and is intended to address Layer 3/4 services, and does not provide mitigation for Layer 7 services, (iv) cannot be updated with new signatures or countermeasure settings provided by Customer research or findings, (v) only protects Internet traffic on Cox Internet circuits (i.e., there is no protection for any attack traffic on non-Cox circuits or multi-homed users), and (vi) will not mitigate attacks that do not match an existing signature and therefore such attacks may still impact Customer. Customer acknowledges that, while the DDoS Mitigation Essential Service is actively mitigating attack traffic, legitimate traffic may also be impacted (i.e., collateral damage) by the anti-DDoS countermeasures. Certain manual reports may be available upon request, and as is reasonably acceptable to Cox.

Customer is solely responsible for contacting Cox Customer Care when Customer needs to request that the DDoS Mitigation Essential Service be 'toggled off' in connection with Customer's need (a) for (i) Customer testing/troubleshooting, (ii) equipment and/or network installation, maintenance, upgrades, configuration, or (iii) other similar activities and (b) to prevent any unintended consequences from auto-triggered DDoS mitigation during critical timeframes such as, but not limited to, Customer running business promotions or other activity that might result in a material increase in traffic on Customer's network. Cox is in no way liable for any damages resulting from Customer's failure to 'toggle off' as may be needed or advisable in connection with any Customer related activities. Customer is solely responsible for contacting Cox Customer Care to request that the DDoS Mitigation Essential Service be 'toggled on' once Customer is prepared to resume use of the DDoS Mitigation Essential Service after requesting a 'toggle off.' Customer is not entitled to receive any credit, reduction in MRC or other remedy for any period of time during which the DDoS Mitigation Essential Service is 'toggled off.'

Cox is not liable for any damages of any kind related to the failure of DDoS Mitigation Essential Service to prevent any DDoS attack or other intrusion, nor the impact of collateral damage, and neither shall constitute a default under this Agreement. As a non-managed, automated policy-driven best efforts Service, DDoS Mitigation Essential Service may be unavailable during periods of Cox network outages, maintenance and/or upgrades. Priority is given to protecting Cox infrastructure, and accordingly, Customer mitigations may be adjusted, suspended and/or terminated as necessary to prioritize resources for Cox internal network infrastructure protection. The sole and exclusive remedies for Customer in connection with any of the foregoing items set forth in this Section E4(b) shall be those set forth in the applicable Cox Service Level Agreement, which is expressly incorporated in Customer's Agreement, if any.

**E5. Dark Fiber Services.** This Agreement is not intended for dark fiber services. Notwithstanding anything to the contrary in this Agreement, if dark fiber services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

**E6. Colocation Services.** This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

**E7. Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

**E8. Resale Terms.** AS DESCRIBED IN SECTION A, RE SALE OF SERVICES IS STRICTLY PROHIBITED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY COX IN THIS AGREEMENT OR FORMAL WRITTEN AMENDMENT TO THIS AGREEMENT, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. A FORMAL RESELLER AGREEMENT IS PREFERRED TO RESELL SERVICES AND COX RESERVES THE RIGHT TO IMMEDIATELY REVOKE ITS PERMISSION TO ALLOW RE SALE AT ANY TIME UPON NOTICE TO CUSTOMER. Notwithstanding, if Cox expressly authorized the Customer to resell the Service(s) (or any portion thereof) in writing in the Agreement or formal written amendment to said Agreement and/or the right to resell is required by applicable law, the following reseller terms shall apply: The end user customer(s) that Customer resells Service(s) to is defined as the "Reseller Customer(s)". Reseller Customers shall only be business customers. Customer shall not resell Services to any residential end user. Cox may, but reserves the right not to, make commercial Services (excluding video services which are expressly prohibited) available to Customer so that Customer may offer these Services to its Reseller Customer(s) subject to the restrictions and the conditions contained in this provision and the Agreement. The Services are subject to Customer's and its Reseller Customer's compliance with the AUP which may be found at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy). Cox may terminate Services to Customer and/or any Reseller Customer if Cox reasonably determines Customer or any Reseller Customer is violating this Agreement or the AUP. Cox further reserves the right, in its sole discretion, to reject or terminate

any agreement or order for Services to Customer and/or any Reseller Customer at any time during the Term of this Agreement. Customer shall be solely responsible for determining the pricing of Services provided by Customer to its Reseller Customer. Customer agrees that: 1) Customer is responsible for providing all support to Reseller Customers using the Service and shall not have its Reseller Customer contact Cox directly in the event support is needed; 2) Customer shall not make any guarantees to its Reseller Customers regarding availability or speed of the Service(s); 3) Customer shall not (i) use any Cox trademarks or logos, (ii) market or sell the Service(s) using any Cox trademarks or logos, or (iii) represent to any third party that Customer is, or is acting on behalf of, Cox in its provision of the Services to Reseller Customers; 4) neither Customer nor any Reseller Customer(s) receiving Services from Customer hereunder may resell the Services to any existing customer or currently contracted customer of Cox or any of Cox's Affiliates that is receiving Services directly from Cox; 5) Customer shall not permit any Reseller Customer to resell the Service(s) without obtaining Cox's prior written consent, which consent may be withheld in Cox's sole discretion; 6) Customer is responsible for ensuring that all Reseller Customers using the Service agree to the terms of Cox's AUP, as amended from time to time and available on Cox's website; 7) if Customer becomes aware of a violation of the AUP by any Reseller Customer, Customer shall suspend the Service to such Reseller Customer and notify Cox; 8) Cox reserves the right to terminate or suspend Service to Customer and/or any Reseller Customer using the Service if, in Cox's sole discretion, the AUP is violated; and 9) if Customer provides the Service to more than one Reseller Customer and a violation of the AUP occurs, Cox may suspend or terminate service to all Reseller Customers and Customer, as Cox does not have the ability to determine which entity is responsible for the violation. Customer shall remain fully responsible for all charges and liability for the Service(s). Upon expiration, cancellation or termination of this Agreement, Cox reserves the right to terminate all Services provided to Customer and each of the Reseller Customers receiving Services from Customer upon providing Customer with written notice of termination. Customer will defend, indemnify, and hold harmless Cox and its Affiliates, officers, directors, employees, agents and contractors from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim,

suit or judgment for damages for (i) any claims by any Reseller Customer(s) arising out of, or connected to, Customer and/or its Reseller Customer(s) ability or inability to use the Services, including, without limitation, claims arising from content contained in or obtained through the Service, service interruptions, service outages, or failure of Cox to provide the Services as contemplated under this Agreement; (ii) any claims relating to any Reseller Customer's violations of the AUP; and/or (iii) willful misconduct or illegal conduct of Customer and/or their Reseller Customers in connection with the use of the Services.

Customer shall be solely responsible for the costs and expense of branding, marketing and promoting its services to Reseller Customers. Customer may brand the Services under its own brand provided that the branding is not confusing and does not use nor infringe on any Cox brands, service marks, or trademarks. Neither party shall be authorized to use the brands, service marks or trademarks of the other without the prior written consent which consent may be withheld in such party's sole discretion.

Customer is solely responsible for arranging all necessary rights of access for Cox from the public rights of way to any Reseller Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox and Customer shall be solely responsible for the costs of same. Customer shall diligently pursue execution of any access agreement in a timely manner as requested by Cox. Customer shall ensure that Reseller Customer will provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for any Cox Equipment. Cox will use reasonable efforts to make the Services available by the requested service date provided Customer first secures Cox access to the premises. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's reasonable control, including, without limitation, Customer's failure to arrange access. If a Reseller Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. If a Reseller Customer delays installation for more than ninety

(90) days after the execution of the applicable agreement for services, Cox reserves the right to terminate the applicable agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred.

#### **E9. Technical Support Services.**

(a) **Cox Business Tech Solutions.** If Customer purchases Cox Business Tech Solutions, such service will be subject to this Agreement and to the terms and conditions located at [www.coxbusinesstechsolutions.com](http://www.coxbusinesstechsolutions.com) (the "Cox Business Tech Solutions Website"). Cox may change the terms and conditions located at the Cox Business Tech Solutions Website at any time. In the event of a conflict between this Agreement and the terms and conditions located at the Cox Business Tech Solutions Website, the terms and conditions located at the Cox Business Tech Solutions Website shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Tech Solutions Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Tech Solutions at any time by providing notice to Customer.

(b) **Cox Business Complete Care.** If Customer purchases Cox Business Complete Care, such service will be subject to this Agreement and to the additional terms and conditions posted in the policies section at <https://www.cox.com/aboutus/policies/business-complecare-terms.html> ("CBCC Terms"). Cox may modify the CBCC Terms at any time without notice. In the event of a conflict between this Agreement and the CBCC Terms, the CBCC Terms shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Complete Care Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Complete Care at any time by providing notice to Customer.

#### **E10. Cox Business Service Assurance Plan Terms and Conditions.**

If Customer elects to purchase the Cox Service Assurance Plan (the "Assurance Plan"), Customer shall be subject to the terms and conditions of this Agreement, including the following terms and conditions contained in this Section.

**E10.1. Agreement.** Customer hereby agrees to the terms and conditions of this Assurance Plan upon the execution of a Commercial Services Agreement containing a line item for the Assurance Plan. The term of the Assurance Plan shall be coterminous with the term of any Services purchased by Customer under this Agreement. Customer agrees and acknowledges that the Assurance Plan must remain in effect for a minimum of twelve (12) consecutive months. Customer may terminate the Assurance Plan at any time after the initial twelve (12) months. If Customer terminates the Assurance Plan before the end of the initial twelve (12) months, Cox reserves the right to charge Customer the difference between (a) the amounts paid by Customer under the Assurance Plan as of the termination date and (b) the total costs incurred by Cox for any Services or equipment provided to Customer under the Assurance Plan during the initial twelve (12) month period—i.e., truck rolls, wiring and equipment costs, and any other time & materials-based costs. Customer is not required to subscribe to the Assurance Plan to receive communications Services from Cox. Key systems or PBXs used by Customer to support their Services are not covered under the Assurance Plan.

**E10.2. Customer Obligations.** Customer is responsible for maintaining and repairing all inside wiring including standard telephone jacks (collectively, "Inside Wiring") located on Customer's side of the punch-down box (or 66 block), which will be installed by Cox at the Premises. For multi-tenant office locations, the Inside Wiring is the wiring located inside of the offices leased to Customer or the business Premises that serves Customer's unit or leased area. Inside Wiring may be repaired by (i) Customer, (ii) any third party vendor at Customer's sole cost and expense, or (iii) Cox, subject to the terms and conditions of this Service Assurance Plan. Customer is required to reconnect all electronic equipment to the Inside Wiring, including reprogramming of Customer's equipment that may be required due to loss of Inside Wiring connectivity. Customer is responsible for all damage to the Premises caused by the installation, repair or replacement of Inside Wiring including without limitation, wall board holes, wood

trim damage, and other defacement due to attachment of wiring, staples, hooks, and adhesives.

**E10.3. Assurance Plan Coverage.** The Assurance Plan only provides coverage for repairs and replacement of Inside Wiring used to provide Cox voice Services provisioned on the Cox network within the Premises. Under this Assurance Plan, provided that Customer pays the Charges (as defined below) and maintains Cox telephone Services at the applicable location, Cox will perform a diagnostic analysis of Customer's telephone line(s) if Customer calls in a trouble ticket. This feature of the Assurance Plan may require a service call to Customer's location by a Cox technician. At Cox's discretion, subject to (i) exclusions and conditions contained in this Assurance Plan and (ii) the approval of Customer and/or the owner of the Premises, Cox will either repair or replace Customer's Inside Wiring at no additional charge to Customer. Customer acknowledges that replacement of Inside Wiring may require surface mounting of wiring and exterior mounted jacks. Installation of concealed wiring and flush-mounted jacks may be subject to additional charges.

**E10.4. Assurance Plan Charges.** Customer shall pay Cox the monthly recurring charges ("Charges") set forth in Customer's invoice for the Assurance Plan. The Charges are assessed in accordance with the chart below. Cox reserves the right to modify the Charges by providing Customer thirty (30) days prior written notice via (i) bill insert, (ii) written notice set forth on the invoice; or (iii) a separate written notice.

**E10.5. Additional Conditions and Scope of the Assurance Plan.**

- a) Any Customer who has purchased Cox VoiceManager<sup>SM</sup> or Cox IP Centrex service that is not terminated into a key system is eligible for this service.
- b) For Customers who lease telephones from Cox, or subscribe to Cox IP Centrex service, the Charges for the Assurance Plan are based on the total number of telephones sets leased by Customer.
- c) The Assurance Plan does not include coverage for the installation of new Inside Wiring installed during the term of this Agreement.

**E10.6. The following services are *included* in the Assurance Plan:**

- a) Repair and replacement of wire from the Demarcation Point to a telephone jack;
- b) Replacement of fittings, splitters, amplifiers and outlets installed or existing in accordance with accepted industry standards, as determined by Cox in its sole discretion;
- c) Cox-supplied wiring that is installed at the time of installation of a Cox voice service;
- d) Provide analysis on Customer-owned equipment that may be impeding Cox Service;
- e) Identification and verification that Cox-owned equipment and Cox Services are working properly;
- f) Identification of incorrect Customer connections; and
- g) Identification of unauthorized outlets or jacks.

**E10.7. The following services are excluded from coverage under the Assurance Plan:**

- a) Installation of new inside wiring or outlets;
- b) Fees associated with installation, removal, or relocation of, or change to, Cox services;
- c) Wiring used for fiber optics;
- d) Any wiring that supports a competitor's service offering;
- e) Repairs required due to faulty Customer equipment;
- f) Repair of wiring which does not meet industry standards, Federal Communications Commission rules or the National Electrical Code;
- g) Repair of wiring concealed with a wall unless Customer removes and replaces all obstructions (wall board, ceilings, flooring, etc.) to allow Cox access to wiring;
- h) Repair or replacement of telephone equipment unless provided by Cox;
- i) Pre-existing condition or problem with Inside Wiring or telephone jacks causing out of service conditions. Examples include, without limitation, non-standard install practices, wiring problems (such as stapling, etc.) caused by Customer or any third party, and dangerous electrical or wiring issues;
- j) Riser cables;
- k) Installation or relocation of jacks or outlets;
- l) "Wall fishing" or "wall punching" that may be required to perform wiring repairs;
- m) Repair or replacement of Customer-owned equipment (equipment may be covered by a warranty) and wire that connects such

- equipment;
- n) Swapping or changing out Cox or Customer-owned equipment;
- o) Computer configuration assistance;
- p) Repair or replacement of receiver, remote units, including battery replacement;
- q) Installation of entertainment systems and related equipment; or
- r) Wiring damage caused by Force Majeure, vandalism, fire, flood, earthquake, Acts of God, remodeling, gross negligence or willful damage.

As to any question of whether services are included or excluded from the Assurance Plan, Cox will be the sole party authorized to make the determination.

**E10.8. LIMITATION OF LIABILITY.** IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY PROVIDED UNDER THE AGREEMENT, COX AND ANY COX RELATED PARTY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE INSIDE WIRING WHETHER COVERED BY THE ASSURANCE PLAN OR OTHERWISE. COX'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY REPAIR OR REPLACEMENT OF INSIDE WIRING UNDER THIS ASSURANCE PLAN SHALL BE LIMITED TO THE LESSER OF: (I) ALL AMOUNTS PAID BY CUSTOMER UNDER THE ASSURANCE PLAN OR (II) \$250.00. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR THE REPROGRAMMING OR MALFUNCTION OF EQUIPMENT CONNECTED TO THE INSIDE WIRING SUCH AS ALARMS, METERS, SENSORS, TELEPHONE EQUIPMENT OR OTHER DEVICES.

**E11. MalBlock Service Terms and Conditions.**

If Customer elects to purchase the Cox MalBlock Service (as "**MalBlock Service**" is defined below), use of the MalBlock Service shall be subject to the terms and conditions of the Agreement, including the following terms and conditions contained in this Section E11.

**E11.1 General.** The "**MalBlock Service**" is a service designed to prevent Customer's (i) Local Area Network (LAN) connected devices or (ii) Corporate Wi-Fi connected devices from accessing known malicious or unwanted Internet domains when Customer is utilizing Cox Internet Service. For the purpose of this Section E11, "**Corporate Wi-Fi**" shall

mean the Wi-Fi network provided by Customer to its employees which uses the same configurations and settings as the applicable Customer LAN. Customer is responsible for configuring its LAN and Corporate Wi-Fi so that the MalBlock service applies to the devices connected to such LAN and Corporate Wi-Fi. Further, Customer shall be required to manually configure any Internet device using static DNS providers in order for MalBlock Service to function on such device. Customer acknowledges and understands that the MalBlock Service is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. MalBlock Service will not block an Internet domain unless (i) Cox has blacklisted such Internet Domain and determined, in its sole discretion, that such Internet domain is potentially malicious or (ii) Customer has configured its web filtering policies to prevent access to such Internet domain or category of Internet domains in which such Internet domain may be included. Customer shall be solely responsible for configuring its web filtering policies and Cox shall have no responsibility, or liability, with respect to the same.

**E11.2 Underlying Cox Internet Service Requirement.** To receive MalBlock Services, Customer must purchase and maintain Cox Internet Service at all times during the Term, it being understood that the MalBlock Service cannot operate without such underlying Cox Internet Service. Any termination or discontinuation of such Cox Internet Service Services may result in an immediate termination or discontinuation of the MalBlock Services, which may subject Customer to the applicable early termination fees.

**E11.3 Exclusions.** MalBlock Service will not prevent an Internet connected device from accessing Internet domains if such device:

- (i) is not utilizing a Cox Internet Service
- (ii) is not connected to the internet via Customer's correctly configured LAN or Corporate Wi-Fi
- (iii) is connected to the Internet via Customer's 'Guest' Wi-Fi network, or any other Wi-Fi network other than Customer's correctly configured Corporate Wi-Fi, including one provided by Cox, or
- (iv) is connected via direct IP-to-IP communication (including via virtual private network technology).

- (v) is connected to the internet through LTE backup service.

**E11.4 No Warranty and Limitation of Liability.** Customer acknowledges and agrees that the MalBlock Service is a best-effort service and may not be error-free. Cox shall have no liability for any failures by the MalBlock Service to prevent Customer's LAN or Corporate Wi-Fi connected devices from accessing malicious or unwanted internet domains that were intended to be blocked by (i) Cox's pre-determined blacklist or (ii) Customer's web and internet domain filtering policies. The MalBlock Service is further subject to any and all disclaimers of warranty and limitations of liability provided for within this Agreement or General Terms, including, without limitation, Section A20 of the General Terms.

**E11.5 Service Level Agreement.** Cox offers no Service Level Agreement for MalBlock Services.

**E12. Third Party Service.** If Customer elects to purchase a third-party provided service via Cox ("**Third-Party Service**"), use of the Third-Party Service shall be subject to the terms and conditions of the Agreement, including the following terms and conditions contained in this Section E12.

**E12.1 Third-Party Provided Service and Customer Data.** Customer acknowledges and understands that if it purchases a Third-Party Service through Cox, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email addresses.

**E12.2 Access and Log-in Requirements.** In order to use Third-Party Services, Customer acknowledges and understands that it may need to install, sign-in, and utilize an application or other platform provided by the third-party. Further, Customer may be required to agree to certain notices and disclaimers, terms of service, privacy statements, and other third-party requirements (collectively, the "**Third-Party Agreements**") with the third-party provider. Customer acknowledges that Cox is not a party to the Third-Party Agreements. However, these Third-Party Agreements shall not modify or supersede Customer's agreement with Cox or any of Customer's obligations in this Agreement.

### **E12.3 Warranty Disclaimer and Indemnification for Third-Party Service.**

(a) **WARRANTY DISCLAIMER.** IN ADDITION TO ANY OTHER DISCLAIMER OF WARRANTIES DESCRIBED IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION A20 OF THE GENERAL TERMS, COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND RELATED TO THE THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE THIRD-PARTY SERVICE FAILS, CONTAINS ERRORS, OR IS OF POOR QUALITY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF THE THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY CUSTOMER INFORMATION SHARED WITH THE THIRD-PARTY PROVIDER.

(b) **Indemnification for Third-Party Service.** Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox Related Parties from all claims arising from or related to Customer's use of the Third-Party Service.

### **E13. Endpoint Protect Service Terms and Conditions.**

If Customer elects to purchase the Cox Endpoint Protect Service ("**Endpoint Protect**"), use of Endpoint Protect shall be subject to the terms and conditions of the Agreement, including the following terms and conditions contained in this Section E13.

**E13.1 License Grant.** Subject to the terms of the Agreement, Cox grants Customer a limited, non-exclusive, revocable, and nontransferable license to download, install, access and use Endpoint Protect for Your personal, non-commercial use strictly in accordance with the terms and conditions set forth in the Agreement.

**E13.2 Use Restrictions.** Customer agrees to use Endpoint Protect only in compliance with any applicable federal, state, and local law, statutes, and regulations. Customer will not: (i) sublicense, lease, rent, loan, transfer, or distribute Endpoint Protect to any third party; (ii) modify or prepare derivative works from Endpoint Protect; (iii) decompile or reverse engineer Endpoint Protect; (iv) publicly disseminate the results of any benchmarking studies related to Endpoint Protect; or (v) permit third parties to sell Endpoint Protect.

**E13.3 Feedback.** Customer may, at its sole discretion, provide input regarding Endpoint Protect, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of Endpoint Protect (collectively "Feedback"). Cox and/or its licensors shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to Customer.

**E13.4 U.S. Government Rights.** If Endpoint Protect is being used by or licensed to the United States Government, the following shall apply: Endpoint Protect and related documentation are commercial products and services as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 and DFARS 227.7202, as applicable, and any successor regulations, and Endpoint Protect is developed exclusively at private expense. Use, modification, duplication, or disclosure by the U.S. Government shall be solely in accordance with the terms of the Agreement and is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.

**E13.5 Intellectual Property.** Customer acknowledges that title and full ownership rights to Endpoint Protect will remain the exclusive property of Cox or its licensors, and Customer shall not acquire any rights to Endpoint Protect except for the limited rights as expressly set forth in the Agreement. Customer further acknowledges that the confidential components of Endpoint Protect are the confidential information of Cox or its licensors.

**E13.6 Disclosures Regarding Use of Endpoint Protect.** Customer acknowledges that (i) Endpoint Protect may lead to access restrictions, data loss, loss of privacy, or any combination of the foregoing as a result of lock or wipe commands, removal of temporary files, registry keys or browser data, file scanning, remote endpoint monitoring, interception and monitoring of Internet traffic, or as a result of any other functionality of Endpoint Protect, and (ii) neither Cox nor its licensors will have any liability to Customer or any third party for any damages related to such access restrictions, data loss, or loss of privacy.

**E13.7 Disclosures Regarding Endpoint Protect Administrative Rights.** Customer acknowledges that (i) users of Endpoint Protect that have

administrative rights may have capabilities to use Endpoint Protect to interfere with and monitor the usage of devices protected by Endpoint Protect, and (ii) neither Cox nor its licensors have any liability to Customer or any third party in connection with the use of such administrative rights by Customer, an end user, or any other party.

**E13.8 Export Controls.** Customer acknowledges and agree that Endpoint Protect may be subject to export controls in the United States and other countries. Customer agrees to comply with all United States export laws and regulations and with all export or import regulations of other countries, and Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of Endpoint Protect or any direct product thereof (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; or (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. Customer assumes sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.

**E13.9 Additional Restrictions.** Customer is prohibited from using Endpoint Protect if Customer is a citizen, national, or resident of, or is under control of the government of: Cuba, Iran, Sudan, North Korea, Syria, or any other country to which the United States has prohibited export. Each time Customer uses Endpoint Protect Customer represents, warrants, and covenants that (i) Customer is not a citizen, national, or resident of, nor under the control of the government of any such country to which the United States has prohibited export; (ii) Customer will not download or otherwise export or re-export Endpoint Protect, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (iii) Customer is not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's

Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (iv) Customer will not download or otherwise export or re-export Endpoint Protect, directly or indirectly, to persons on the above mentioned lists; (v) Customer will neither use nor allow Endpoint Protect to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (vi) Endpoint Protect will not be exported, directly, or indirectly, in violation of these laws, nor will the Endpoint Protect be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation; and (vii) Customer will not use or permit others to use Endpoint Protect to create, store, backup, distribute, or provide access to child pornography or any other content or data which is illegal under the relevant laws of the United States, Switzerland, Singapore or Customer's jurisdiction.

**E14. Webex.** Customer's use of Webex, Webex Meetings, Webex App, or such other similar service from Cisco or Broadsoft ("**Webex Services**") are subject to certain third-party terms or policies including (as applicable): (i) the Cisco End User License Agreement found at <[www.cisco.com/go/eula](http://www.cisco.com/go/eula)>, (ii) the Customer Master Data Protection Agreement found at <[trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf](http://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf)>, and (iii) the Cisco Privacy Data Sheets for Webex Meetings and Webex App found at <[trustportal.cisco.com/c/r/ctp/trustportal.html#/customer\\_transparency](http://trustportal.cisco.com/c/r/ctp/trustportal.html#/customer_transparency)>. These and other third-party terms and policies are subject to change and may be updated from time to time without notice. Customer's use of such Webex Services constitutes Customer's agreement to be bound by these third-party terms and policies, and Customer is responsible for complying with all applicable third-party terms and policies. For clarity, Webex Services are a Third Party Service. In addition to all other disclaimers of warranties, including, without limitation, Sections A20 and E12.3(a), Webex Services are provided "as is" and used at Customer's own risk.



## **F. Terms and Conditions Applicable to Cloud Services and Services Provided by or Resold by RapidScale**

In addition to all provisions in Section A above, the provisions of Section F shall also apply to all Cloud Service(s):

**F.1 Cloud Services – General.** Cox's obligations under the Agreement may be performed by its Affiliates, including, but not limited to, RapidScale, Inc. ("RapidScale"). Services provided by RapidScale are subject to the "RapidScale Terms and Conditions" at <https://rapidscale.net/terms-and-conditions> which are incorporated into this Agreement by this reference. For any Service provided by RapidScale under this Agreement, in the event of a conflict between the RapidScale Terms and Conditions and these General Terms, the RapidScale Terms and Conditions shall control. This Agreement may include RapidScale Statements of Works signed that are signed by both Parties and any other documents that are expressly incorporated herein (collectively, the "Service Document(s)").

**F.2 Professional Services.** Any requests for ancillary professional Services not described in the applicable Service Documents may be provided on an individual case basis as agreed to in writing signed by both parties. Such professional Services ("Professional Services") are billable at Cox's or RapidScale's then- current standard hourly rate, as applicable.

**F.3. Responsibility for Account, Content and Data.** Customer is responsible for all activity that occurs via the Customer account. If Customer becomes aware of any unauthorized use of the Cloud Services, Customer account and/or passwords, Customer will notify Cox as promptly as possible. Customer is solely responsible for all data and content that Customer or any end user makes available on, uses, shares and/or processes through the Cloud Services. Customer will obtain and maintain any required consents necessary to permit the processing and use of such content and data under the Agreement by the Cloud Services. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA AND CONTENT, UNLESS EXPRESSLY AGREED OTHERWISE IN WRITING.

**F. 4. Third Party Products.** Certain Cloud

Services are provided to Customer via third parties and may be subject to separate third-party terms and conditions. To the extent such third-party terms and conditions supersede or otherwise conflict with the Agreement, such third-party terms and conditions govern Customer's use of that third- party Service.

**F.5 Access to Data.** For certain Services, Cox backs up Customer systems on a periodic basis so that Cox is able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, Cox may destroy all but the most recent backup. These backups may not be available to Customer or, if available, may not be useful to Customer outside of the Cox environment.

**F.6 Data Processor.** Cox is a data processor and not a data controller (i.e., Customer is the data controller).

**F.7 Maintenance.** Customer acknowledges that the Cloud Services may be subject to maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

**F.8 Internet Data Center.** This subsection shall apply, if Customer and/or its authorized representatives have access to Cox's Internet Data Center(s) ("IDC") as a part of Cloud Services. The provisions in this subsection are in addition to, and to the extent not in conflict with, the rules of the individual IDC or Cox security or related policies. Only those individuals properly authorized by Cox's Network Operations Center in accordance with Cox's security policies shall be permitted access the IDCs. Customer shall deliver prior written notice to Cox of any personnel for which Customer desires to provide IDC access ("Authorized Personnel") in accordance with Cox security policies. Customer and its Authorized Personnel shall not allow any unauthorized persons to have access to or enter any IDC, such as by "tailgating" or any other means. Customer and its Authorized Personnel may only access that portion of an IDC made available by Cox to Customer for the placement of Customer's equipment and use of the IDC Cloud Services (the "Customer Area"), and common areas of the IDC (e.g., entryways and

bathrooms), unless otherwise approved and accompanied by an authorized Cox representative. Customer and its Authorized Personnel shall adhere to and abide by all security and safety measures established by Cox from time to time and set forth in the Customer Guide provided by Cox to Customer or posted at the IDC. Customer and its Authorized Personnel shall not:

(a) touch, inspect, interface, or interfere with, use, misuse, or abuse any Cox or third party's property or equipment; (b) harass or interfere with the normal activities of any individual, including Cox or other customers' employees or authorized representatives; or (c) engage in or assist another in engaging in any activity that is in violation of the law or this Agreement. Customer and its Authorized Personnel shall keep each Customer Area clean, free, and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Cox: (a) place any computer hardware or other equipment in the Customer Area that is not required for the use or implementation of Cloud Services or which contains any combustible or hazardous material; (b) store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals); or (c) bring any Prohibited Materials (as defined below) into any IDC. "Prohibited Materials" include, without limitation, the following and any other similar items: food and drink; tobacco products; explosives and weapons; hazardous materials of chemicals; alcohol, illegal drugs, and other intoxicants; magnets or electro-magnetic devices; radioactive materials; or photographic or recording equipment of any kind (other than tape or digital backup equipment used exclusively for the Customer's own equipment). Each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labeled with Customer's name (or code name provided in writing to Cox) and individual component identification. All Customer Equipment shall be identified in writing by Customer and each connection to and from a piece of Customer Equipment shall be clearly labeled with Customer's name (or code name provided in writing to Cox) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements.

Customer must provide Cox with at least 48 hours prior notice any time Customer intends to connect or disconnect any Customer Equipment or other equipment.

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** Todd Lewis, Director  
Information Management Systems ☐ Informational  
☒ Action

**AGENDA ITEM:** AWARD RFP NO. 2425-07 AND PURCHASE OF DATEL SYSTEMS  
INCORPORATED FOR E-RATE CATEGORY 2 HARDWARE

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### BACKGROUND INFORMATION:

The District published a Requests for Proposals (RFP) for prospective bidders for the school district to acquire E-rate Category 2 Equipment (network hardware and switches). This RFP was advertised in the San Diego Daily Transcript Newspaper, Schools and Library Website and on the District's website.

Public Contract Code section 20118.1 provides as follows: "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

Five vendors responded to RFP No. 2425-07 E-Rate Category 2 Equipment with quotes for various network hardware across the District. After review, it was determined that Datel was the lowest bidder.

The District recommends awarding RFP No. 2425-07 E-Rate Category 2 Equipment to Datel Systems Incorporated. Based on the District Free and Reduced Student Lunch program, the E-Rate discount is estimated at 85% of eligible equipment purchased. The purchase includes a 5-year hardware licensing.

### RECOMMENDATION:

Award RFP No. 2425-07 and approve the hardware purchase of E-Rate Category 2 Equipment to Datel Systems Incorporated in the amount of \$543,837.37 to be paid from the General, E-Rate, and other funding sources.

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### LCAP GOAL AND ACTION/SERVICE:

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☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$543,837.37

(Amount)

General Fund / E-Rate / Other

(Name of funding source and/or location)

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

**San Diego**

4393 Viewridge Ave., Suite C  
San Diego, CA 92123  
(858) 571-3100

WEBSITE: [www.datelsys.com](http://www.datelsys.com) PURCHASE ONLINE: [www.datelstore.com](http://www.datelstore.com)

## SALES QUOTE

SQ-326800

1/10/2025

Customer		Contact		Ship To			
SAN YSIDRO SCHOOL DISTRICT ACCOUNTS PAYABLE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619) 428-4476 x3005 Email: blanca.vega@sysdschools.org		SAN YSIDRO SCHOOL DISTRICT PURCHASING 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619) 428-4476 x3002 Email: araceli.felix@sysdschools.org		SAN YSIDRO SCHOOL DISTRICT WAREHOUSE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619) 428-4476 x3002 Email: araceli.felix@sysdschools.org			
Account	Terms	Due Date	Account Rep	Schedule Date			
1841	NET 30 DAYS		Bill Bryant x1003	1/10/2025			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-326800		ERATE 2025 - NE	Datel Truck	1			
L	Item	Description	Qty	Price	UM	Discount	Amount
1		FY 2025 ERATE - NETWORK SWITCHES					
2							
3	890326	C9300X 24PT 715WAC PS W/MERAKI	6	\$11,575.00	EA		\$69,450.00
4	SO1	MERAKI 5YR ENTERPRISE LICENSE #LIC-C9300-24E-5Y	6	\$925.00	EA		\$5,550.00
5	SO1	PS 715W 9300 MERAKI #PWR-C1-715WAC-P-M	7	\$579.00	EA		\$4,053.00
6	SO1	FAN MODULE FOR 9300 #FAN-T2-M	2	\$139.00	EA		\$278.00
7	SO1	8X10G/25G NETWORK MODULE #C9300X-NM-8Y-M	7	\$1,181.00	EA		\$8,267.00
8	SO1	LEGRAND 10G SFP+ #MA-SFP-10GB-SR-A	130	\$33.00	EA		\$4,290.00
9							
10	SO1	CISCO MGIG 9300 SWITCH #C9300-48UXM-M	16	\$5,853.00	EA		\$93,648.00
11	SO1	MERAKI 5YR ENTERPRISE LIC #LIC-C9300-48E-5Y	16	\$1,695.00	EA		\$27,120.00
12	SO1	PS 1100W 9300 MERAKI #PWR-C1-1100WAC-P-M	3	\$880.00	EA		\$2,640.00
13	SO1	25G/10G NETWORK MODULE #C9300-NM-2Y-M	17	\$1,186.00	EA		\$20,162.00
14	SO1	LEGRAND 10G SFP+ #MA-SFP-10GB-SR-A	32	\$33.00	EA		\$1,056.00
15	SO1	STACK POWER CABLE 150CM #CAB-SPWR-150CM-M	8	\$99.00	EA		\$792.00
16	SO1	STACK CABLE 1M #STACK-T1-1M-M	8	\$91.00	EA		\$728.00
17	SO1	FAN MODULE FOR 9300 #FAN-T2-M	2	\$139.00	EA		\$278.00
18		*****					
19		FY2025 - ERATE WIRELESS					
20							
21	188214	MERAKI MR46 WI-FI 6 INDOOR AP	274	\$697.00	EA		\$190,978.00
22	180599	5YR CLOUD CONTROLLER LICS	274	\$278.00	EA		\$76,172.00
23	SO1	ADAPTER FOR UNIV MOUNT #MA-UMNT-MR-A2	274	\$14.00	EA		\$3,836.00
24	890106	DUAL-BAND PATCH ANTENNA 8/6.5DBI GAIN	20	\$154.00	EA		\$3,080.00
25		*****					
No refunds or exchanges after 7 days. Items must include all original packaging, invoice, be in new condition. No returns on special orders/software. Printers can't be returned after toner/ink is installed. Custom Systems and open box returns have a 15% restock fee. PRINT NAME: _____							<b>Page</b> 1
CUSTOMER SIGNATURE: _____  CA State C7 Contractors Lic. 880356 San Diego BEAR registration #E27799 San Marcos BEAR registration #E76487							<b>Sub Total</b> \$512,378.00

## San Diego

4393 Viewridge Ave., Suite C  
San Diego, CA 92123  
(858) 571-3100

WEBSITE: [www.datelsys.com](http://www.datelsys.com) PURCHASE ONLINE: [www.datelstore.com](http://www.datelstore.com)

## SALES QUOTE

SQ-326800

1/10/2025

Customer		Contact		Ship To					
SAN YSIDRO SCHOOL DISTRICT ACCOUNTS PAYABLE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619)428-4476 x3005 Email: blanca.vega@sysdschools.org		SAN YSIDRO SCHOOL DISTRICT PURCHASING 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619)428-4476 x3002 Email: araceli.felix@sysdschools.org		SAN YSIDRO SCHOOL DISTRICT WAREHOUSE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619)428-4476 x3002 Email: araceli.felix@sysdschools.org					
Account		Terms		Due Date		Account Rep		Schedule Date	
1841		NET 30 DAYS				Bill Bryant x1003		1/10/2025	
Quotation		PO #		Reference		Ship VIA		Page	Printed
SQ-326800				RATE 2025 - NE		Datel Truck		2	
L	Item	Description		Qty		Price	UM	Discount	Amount
26		LEAK DETECTORS							
27									
28	SO1	MERAKI LEAK DETECTOR CABLE #MA-CBL-LEAK-1		8		\$21.50	EA		\$172.00
No refunds or exchanges after 7 days. Items must include all original packaging, invoice, be in new condition. No returns on special orders/software. Printers can't be returned after toner/ink is installed. Custom Systems and open box returns have a 15% restock fee. PRINT NAME: <u>Marilyn Adrianzen, CBO</u> DATE: _____  CUSTOMER SIGNATURE: _____  CA State C7 Contractors Lic. 880356 San Diego BEAR registration #E27799 San Marcos BEAR registration #E76487  SYSD Board approved: _____ RFP:2425-007				Tax Details EXEMPT \$0.000 KM \$31287.370		Taxable          Total Tax Exempt Total       Balance		\$403,708.00          \$31,287.37 \$108,842.00 \$543,837.37       \$543,837.37	

SAN YSIDRO SCHOOL DISTRICT  
***GOVERNING BOARD AGENDA***

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety ☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH INDUSTRIAL ELECTRIC COMMERCIAL PARTS & SERVICES, LLC

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**BACKGROUND INFORMATION:**

The Child Nutrition Department would like to establish an agreement with Industrial Electric for oven calibration, equipment maintenance and repairs as needed. Industrial Electric has successfully provided these services in previous years.

Term: July 1, 2024 to June 30, 2025 with up to three years, consecutive automatic renewals (not to exceed June 30, 2028) unless earlier terminated.

**RECOMMENDATION:**

Approve/Ratify the agreement with Industrial Electric Commercial Parts & Service, LLC, to provide cafeteria equipment services, maintenance, and repairs on an "as needed" basis. Cost implications will be paid from the Child Nutrition fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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☒ ☐ Renewal    ☐ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

NOT TO EXCEED

**\$50,000.00**

(Amount)

**Child Nutrition Fund 13**

(Name of funding source and/or location)

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road  
San Ysidro, California 92173  
619-428-4476

### INDEPENDENT CONTRACTOR SERVICES

**THIS CONTRACT** made and entered into on March 14, 2025 by and between **Industrial Electric, Commercial Parts & Service, LLC**, hereinafter called the **CONTRACTOR** and the **San Ysidro School District**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall be from July 1 2024 to June 30, 2025. Services will automatically renew for up to 3 consecutive 1-year terms (July-June) and not to exceed June 30, 2028, unless earlier terminated per section 31 of the General Terms and Conditions.

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide services such as oven calibrations, maintenance, and repairs at various school kitchens on an "as-needed" basis. Please refer to Exhibit A for detailed scope of work and rates.
---

PROJECT NAME
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3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. **Documents Constituting Agreement.** The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
  - Scope of Work Statement (Exhibit A)
  - Certificates of Liability Insurance
  - Additional Insured Endorsement(s)
  - Worker's Compensation Insurance (as required by law)
  - Waiver of Subrogation for both General Liability and Workers' Compensation
  - School Safety Certification Form (attached)
  - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
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9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

TEL # \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

DATE: \_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_

EMAIL: [marilyn.adrianzen@sysdschools.org](mailto:marilyn.adrianzen@sysdschools.org)

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

**SYSD CONTACTS**

SARAH SPERO  
[sarah.spero@sysdschools.org](mailto:sarah.spero@sysdschools.org)

SADEER SAHIB  
[sadeer.sahib@sysdschools.org](mailto:sadeer.sahib@sysdschools.org)



## **GENERAL TERMS AND CONDITIONS**

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials \_\_\_\_\_

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols.

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

**San Ysidro School District**  
**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION  
CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony  
listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background  
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

\_\_\_\_\_(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

\_\_\_\_\_(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

\_\_\_\_\_(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

**CERTIFICATION:**

\_\_\_\_\_(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

\_\_\_\_\_  
\_\_\_\_\_

Name & Title of authorized representative (*Print*)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

6837 Nancy Ridge Dr. Suite B  
San Diego, Ca. 92121  
(858) 824-1710 (888)-239-6999 FAX (858) 824-1729

### **RATES AS OF 1/1/2025**

#### **BASIC SERVICE RATES: Mon-Fri (7:30am-4:00pm) Excluding Holidays**

- **\$169.00 first ½ hour on site and \$169 each additional hour**

#### **Trip Charges are as follows:**

**Area 1 (Customer within 0–50-mile radius) \$169 Trip Charge**

**Area 2 (Customer within 50–100-mile radius) \$225 Trip Charge**

**Return trip charges are \$100 for Area 1**

**Return trip charges are \$150 for Area 2**

**\*\*\$10.00 Misc. parts per visit (PPE/Consumables)**

**\*\* \$20 Truck Charge**

#### **OVERTIME SERVICE RATES:**

- **Overtime M-F 4:00pm-8am – All Day Sat/Sun**
- **\$253.50 per hour Portal to portal**
- **Travel is calculated on a round-trip basis from the techs site to service location and back.**

#### **HOLIDAY SERVICE RATES:**

- **\$338 per hour Portal to Portal**
- **Travel is calculated on a round-trip basis from the techs site to service location and back.**

#### **We also offer:**

##### **PLANNED PREVENTIVE MAINTENANCE PROGRAMS:**

- Maximize equipment performance
- Reduce equipment failure
- Extend equipment life
- Increase equipment up-time
- Protect food quality and prevent food spoilage
- Ensure priority service for emergency repairs
- Lower utility costs
- Increase employee morale
- **Reduce labor costs**

#### **Our Commitment**

Exceptional product knowledge and excellent customer service  
are traditions at Industrial Electric.

We go out of our way to meet and exceed our Customers' expectations.

**INDUSTRIAL ELECTRIC COMMERCIAL PARTS & SERVICE is a proud member of:**



**\*PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** WORK AUTHORIZATION TO MASTER AGREEMENT WITH NINYO & MOORE

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## BACKGROUND INFORMATION:

In September 2023, the Board approved a Master Agreement with Ninyo & Moore for \$300,000.00. Ninyo & Moore is our testing lab, geotechnical engineer, and hazardous materials consultant and has agreed to assist the District with a Hazardous Building Materials (HBM) Survey, soil sampling, and concrete coring for the CDC Consolidation Project at La Mirada Elementary School.

Staff completed a Professional Services Bid (#2309-02) for HBM Survey Services and Ninyo & Moore was selected as best value for the District for this Project. If approved, these services are expected to start on March 21, 2025, with completion on or before March 29, 2025.

Staff is requesting approval of Work Authorization No. 09 with Ninyo & Moore for Hazardous Building Materials (HBM) Survey, soil sampling, and concrete coring for the CDC Consolidation Project at La Mirada Elementary School. The requested amount falls within the vendor's approved Master Agreement amount.

## RECOMMENDATION:

Approve Work Authorization No. 09 with Ninyo & Moore to provide Hazardous Building Materials (HBM) Survey, soil sampling, and concrete coring for the CDC Consolidation Project at La Mirada Elementary School in an amount not to exceed \$14,259.17 and an Owner-controlled contingency of \$1,490.83 for a total of \$15,750.00 from the State Allocation Board Reimbursement fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):** N/A

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☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No    ☐ N/A

\$15,750.00

(Amount)

State Allocation Board Reimbursement Funds

(Name of funding source and/or location)

---

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

**Work Authorization (WA) Form  
San Ysidro School District  
CDC at La Mirada Elementary School**

<b>Firm</b>	<b>Ninyo &amp; Moore</b>	<b>WA#</b>	09
<b>Attn</b>	Jeffrey T. Kent	<b>Contract #</b>	2309-02
<b>Requestor</b>	Jose F. Iniguez, Ed.D.	<b>Date</b>	March 13, 2025
<b>Due By</b>	March 14, 2025	<b>Deliverables (Y/N)</b>	Y

### TASKS/DELIVERABLES

<b>Tasks Required/Deliverables</b>	<b>Due Dates</b>
<p>Task 1: Perform a hazardous building materials (HBM) survey to sample and/ or analyze suspect asbestos-containing materials (ACM) and suspect lead-containing surfaces (LCS) that may be disturbed, soil sampling in the garden area; will be used to determine if chemicals are present so the soil can be reused on-site or exported to a disposal facility, and concrete core drilling to determine the presence of asbestos-containing Petromat underlayment.</p> <p>Deliverables: HBM Survey, soil sampling, and concrete coring report presenting data, conclusions, and recommendations regarding HBM at the subject buildings.</p>	<p><b>Start:</b> March 21, 2025</p> <p><b>Deliverables Due:</b> April 18, 2025</p>

### Cost/Payment Schedule

<b>Task(s)</b>	<b>Authorized Cost(s)</b>
Task 1: (see above) Owner's Contingency	\$14,259.17 \$ 1,490.83

**TOTAL MAXIMUM AUTHORIZED COST    \$15,750.00**

### Request Details

As per proposal dated January 31, 2025 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-02 for Hazardous Materials consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

**Consultant:**

Agreement to Perform by: Jeffrey T. Kent (signature)

Date: 2/24/2025

Print Name: Jeffrey T. Kent, PE, GE Title: Principal Engineer

**District:**

Authorized to Proceed by: \_\_\_\_\_ (signature)

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

Print Name: Marilyn Adrianzen Title: Chief Business Official

Board approved:



# SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** PROFESSIONAL SERVICES AGREEMENT WITH UES PROFESSIONAL SOLUTIONS, INC.

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## BACKGROUND INFORMATION:

The existing CDC Preschool Program is being relocated to the La Mirada Elementary School campus. Planning and Design services are underway, but a geotechnical investigation is necessary to complete the design phase.

Staff is requesting approval of this Agreement with UES Professional Solutions, Inc. for Geotechnical Investigation Services for the CDC Consolidation Project at La Mirada Elementary School. If approved, these Geotechnical services are expected to start on March 21, 2025, with completion on or before March 29, 2025.

## RECOMMENDATION:

Approve the agreement with UES Professional Solutions, Inc. to provide Geotechnical Investigation Services for the CDC Consolidation Project at La Mirada Elementary School in the amount of \$21,400.00 with an additional Owner-controlled contingency of \$1,100.00 for a total of \$22,500.00 from the State Allocation Board Reimbursement Fund.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No    ☐ N/A

Requisition #

\$22,500.00

(Amount)

State Allocation Board Reimbursement

(Name of funding source and/or location)

---

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

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
UES PROFESSIONAL SOLUTIONS, INC.**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 14<sup>th</sup> day of March, 2025, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **UES PROFESSIONAL SOLUTIONS, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

**2.1 Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

**2.2 Project.** DISTRICT desires to engage Consultant to render its services for the **CDC CONSOLIDATION PROJECT AT LA MIRADA ELEMENTARY SCHOOL** (the "Project").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

**3.3 Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) 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 subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability*; as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate; and (5) *Sexual Abuse and Molestation Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

e. Sexual Abuse and Molestation Liability. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

UES PROFESSIONAL SOLUTIONS, INC.  
1441 MONTIEL ROAD, SUITE 115  
ESCONDIDO, CA 92026

Attn: Colm Kenny  
[CKenny@teamues.com](mailto:CKenny@teamues.com)

**DISTRICT:**

SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed. D., Assistant Superintendent of Administrative  
Leadership, School Support & Safety  
[Jose.Iniguez@sysdschools.org](mailto:Jose.Iniguez@sysdschools.org)

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.



(f) 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.

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.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) 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.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) 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.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**SAN YSIDRO SCHOOL DISTRICT**


**By:** \_\_\_\_\_  
**Name:** Marilyn Adrianzen  
**Title:** Chief Business Official

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Board Approved:** \_\_\_\_\_

**UES PROFESSIONAL SOLUTIONS, INC.**

**By:**  \_\_\_\_\_  
**Name:** Dan Math  
**Title:** Area Director, Southern California

**Attest:**

**By:**  \_\_\_\_\_  
**Name:** Laurie Johnson  
**Title:** Business Development

93-0997190  
**Federal Tax I.D. Number**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Task 1 – Field Investigation:** UES will perform the required Underground Services Alert (USA) markout and notification a minimum of two business days prior to the date of exploration. Additionally, UES will perform independent utility location of proposed boring locations. We will also conduct soil explorations, using typical truck-mounted boring equipment and limited access excavation equipment as necessary, to investigate current geotechnical conditions, with 2 borings performed within the footprint of each proposed new building, per CGS requirements. Additional borings may be performed for proposed shade structures as necessary. It is assumed that for existing buildings to be modernized, limited access borings at the exterior of those buildings will be sufficient, considering the additional data that will be garnered from rig borings performed for nearby proposed new structures. Ring, sleeve, and bulk samples of the soil may be obtained for geotechnical laboratory analysis, and excess soil generated from explorations will be drummed and removed from the site (please see the liability statement herein regarding treatment of potentially environmentally impacted soils, if encountered). We will conduct field investigation activities in the presence of a geologist or engineer.

**Task 2 – Laboratory Analysis:** Selected soil samples will be tested to identify the soils and evaluate engineering soil properties pertinent to the planned development. The laboratory budget may include, but is not limited to, tests for consolidation, expansion potential, moisture and in-place density, direct shear, chemical characteristics, and material gradations. The nature and quantities of the tests may vary depending upon soil type and site uniformity.

**Task 3 – Engineering and Geologic Report Preparation:** Our report will present field and laboratory data, an evaluation of site geology, and analysis of soil/formation properties. The report will present recommended structure foundations and soil engineering considerations for use in site evaluation and development. The report will also include grading concepts/site preparation recommendations, allowable soil bearing strengths, lateral earth pressures (active/passive), and other applicable geotechnical design parameters.

**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

Fee not-to-exceed **Twenty-two thousand five hundred Dollars (\$22,500.00)**.

Additional work shall be billed based on the following rate schedule:

Principal Engineer/Geologist:	\$210.00/hour
Senior Engineer/Geologist:	\$190.00/hour
Project Engineer/Geologist:	\$170.00/hour
Staff Engineer/Geologist:	\$150.00/hour
Administrative Assistant:	\$100.00/hour

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AMENDMENT NO. 1 AND WORK AUTHORIZATION NO. 2 TO THE  
MASTER AGREEMENT WITH PLACEWORKS

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## BACKGROUND INFORMATION:

In September of 2023, the Board approved a Master Agreement with Placeworks for \$200,000.00 to provide Environmental Consulting Services District-Wide, for a period of three (3) years and the option to extend for two (2) one-year periods. Two Work Authorizations totaling \$199,012.00 were previously approved against the Master Agreement. Required reports for the Department of Toxic Substances Control (DTSC) and Title 5 Studies are now needed for the Beyer Community Resource Center and San Ysidro Middle School projects, so an Amendment and Work Authorization against the Master Agreement is necessary.

Staff is requesting approval of this Amendment and Work Authorization with Placeworks for required reporting and approval for the Department of Toxic Substances Control (DTSC) and Title 5 Studies for the Beyer Community Resource Center and San Ysidro Middle School projects as follows:

- From the General Obligation Bond Measure T Funds for the Beyer Community Resource Center Project in the amount of \$45,110.00.
- From the General Obligation Bond Measure U Funds for the San Ysidro Middle School Project in the amount of \$19,450.00.

If approved, these services are expected to start on March 14, 2025, with completion on or before April 25, 2025.

## RECOMMENDATION

Approve Amendment No. 1 and Work Authorization No. 2 to the Master Agreement with Placeworks to provide required reports, obtain approval from DTSC, and provide Title 5 Studies for the Beyer Community Resource Center and San Ysidro Middle School Projects in an amount not to exceed \$64,560.00 from G.O. Bonds, Measures T & U.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

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☐ Renewal    ☐ New    ☒ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No    ☐ N/A

\$64,560.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)  
MEASURE U, G.O. BOND FUNDS (2133)

(Name of funding source and/or location)

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

## **FIRST AMENDMENT TO MASTER AGREEMENT WITH PLACEWORKS**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **Placeworks** (hereinafter referred to as "Consultant").

### **RECITALS**

**WHEREAS**, on or about September 7, 2023, the District and Consultant entered into a Master Agreement for an amount of \$200,000.00 for Environmental Consulting Services. Work is to be assigned to Consultant upon mutual written amendment to the Agreement as specific Consultant work for specific components of the Project; and

**WHEREAS**, the Agreement permits the District and Consultant to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

**WHEREAS**, the Parties identified the need for Environmental Consulting Services to fulfill the requirements of the California Environmental Quality Act on the Beyer Community Resource Center Project, and Title 5 Studies at the Beyer Community Resource Center Project and San Ysidro Middle School Project; and

**WHEREAS**, the District and Consultant now desire to amend the Agreement to explicitly memorialize revisions to the mutually agreed-upon scope of work and fee for Consultant.

### **AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I.     Amendment Terms.**

The Agreement is hereby amended as follows:

**A.     Scope of Project Component Assigned.** The Parties have agreed that the scope of work for the professional on-site services for the assigned component(s) of the Project shall be amended to include:

Provide Environmental Consulting Services to include a Phase 1 ESA Report and Phase 1 Addendum (soil sampling) Report to fulfill the requirements of the Department of Toxic Substances Control for the Beyer Community Resource Center Project. This additional work is required because the site is now intended to be used for educational purposes.

Conduct a Pipeline Safety Hazards Assessment at the Beyer Community Resource Center Project due to a high-pressure natural gas pipeline that is within 1,500 feet of the project and was not identified during the initial scoping of the project.



Conduct a CDE/Geological and Environmental Hazards Assessment at San Ysidro Middle School for California Department of Education review of Title 5 school site standards.

Conduct a Pipeline Safety Hazards Assessment at San Ysidro Middle School as per California Department of Education protocol for the identified high-pressure natural gas pipeline.

Conduct a Health Risk Assessment at San Ysidro Middle School to include the characterization of emission sources located within a ¼-mile radius (1,320 feet) of the site that may reasonably be anticipated to emit hazardous air emissions (i.e., sources) and to determine the actual or potential endangerment to the health of persons who may attend and/or work at the proposed school facility.

B. Compensation. The Consultant's compensation for the additional scope of work set forth in this Amendment shall be a not-to-exceed fee of **\$64,560.00**, bringing the total of the Master Agreement to **\$264,560.00**.

C. This First Amendment shall only be effective upon the execution by both the District and Consultant.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Consultant Services, as of the month, day, and year first above written.

**SAN YSIDRO SCHOOL DISTRICT**

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

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

Name: Marilyn Adrianzen

Title: Chief Business Official

Date: February 27, 2025

By: Kara L. Kosel

Name: Kara L Kosel

Title: Vice President, Finance

Board approved:

**Work Authorization (WA) Form  
San Ysidro School District  
Beyer Community Resource Center and San Ysidro Middle School**

<b>Firm</b>	<b>Placeworks</b>	<b>WA#</b>	02
<b>Attn</b>	Dwayne Mears	<b>Contract #</b>	2309-05
<b>Requestor</b>	Jose F. Iniguez, Ed.D.	<b>Date</b>	March 13, 2025
<b>Due By</b>	March 14, 2025	<b>Deliverables (Y/N)</b>	Y

<b>TASKS/DELIVERABLES</b>	
<b>Tasks Required/Deliverables</b>	<b>Due Dates</b>
<p><b><u>Beyer Community Resource Center</u></b></p> <p><b>Task:</b> Provide Environmental Consulting Services to include a Phase 1 ESA Report and Phase 1 Addendum (soil sampling) Report to fulfill the requirements of the Department of Toxic Substances Control. This additional work is required because the site is now intended to be used for educational purposes.</p> <p><b>Task 6:</b> Conduct a Pipeline Safety Hazards Assessment due to a high pressure natural gas pipeline not identified during initial scoping of project.</p>	<p><b>Start:</b> March 14, 2025</p> <p><b>Deliverables Due:</b> April 25, 2025</p>
<p><b><u>San Ysidro Middle School</u></b></p> <p><b>Task 13:</b> Conduct a CDE/Geological and Environmental Hazards Assessment for California Department of Education review of Title 5 school site standards</p> <p><b>Task 14:</b> Conduct a Pipeline Safety Hazards Assessment as per California Department of Education protocol for the identified high-pressure natural gas pipeline.</p> <p><b>Task 15:</b> Conduct a Health Risk Assessment to include the characterization of emission sources located within a ¼-mile radius (1,320 feet) of the site that may reasonably be anticipated to emit hazardous air emissions.</p>	<p><b>Deliverables Due:</b> April 25, 2025</p>

Cost/Payment Schedule	
Task(s)	Authorized Cost(s)
Task: DTSC Reporting (Beyer)	\$40,150.00
Task 6: Pipeline Safety Hazards Assessment (Beyer)	\$ 4,960.00
Task 13: CDE/Geo and Environmental Hazards Assessment (SYSD)	\$ 7,430.00
Task 14: Pipeline Safety Hazards Assessment (SYSD)	\$ 7,020.00
Task 15: Health Risk Assessment (SYSD)	\$ 5,000.00
Total: Beyer Community Resource Center	\$45,110.00
Total: San Ysidro Middle School	\$19,450.00

**TOTAL MAXIMUM AUTHORIZED COST    \$64,560.00**

Request Details
As per proposal dated January 15, 2025 and January 31, 2025 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-05 for Environmental consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

**Consultant:**

Agreement to Perform by: Kara L. Kosel (signature)

Date: February 27, 2025

Print Name: Kara L Kosel Title: Vice Preident, Finance

**District:**

Authorized to Proceed by: \_\_\_\_\_ (signature)

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

Print Name: Marilyn Adrianzen Title: CBO

Board approved:

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**

Educational Services

Manuel Bojorquez, Assistant Superintendent

☐ Informational

☒ Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT.  
CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES

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## BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel School has been participating in the Limited English Proficient (LEP) Student Program funded under the ESEA, Title III, Part A for the 2024-2025 school year. According to the most recent English Learner (EL) student identification procedures, 273 ELs were identified in January 2025. Total allocations for the Title III funds based on the number of EL students should not exceed \$36,434.69.

Our Lady of Mt. Carmel is requesting the following expenditures with the Title III allocation:

- 55 Acer Chromebooks Spin 312 - \$17,719.48
- 55 Google Licenses - \$ 2,074.18
- 4 LG Smart TVs 55" - \$1,292.95
- 4 MacBook Air Laptops, 13 inches - \$3,878.95
- Supplemental Resources from William H. Sadlier, Inc. - \$11,469.00

The term of this MOU is from March – June 2025.

## RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2024-2025 school year at a cost not to exceed \$36,434.69.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

Total Allocation:  
\$36,434.69

(Amount)

Title III Fund

(Name of funding source and/or location)

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

## **Memorandum of Understanding ESEA Title III**

### ***Provision of English Learner Student Programs and Services to Private Schools***

2024-2025

#### **Section 1: General**

The San Ysidro School District (SYSD) has been notified by the Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2024-2025 School Year.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Carmel School in order to serve its EL students.

#### **Section 2: How will the students' needs be identified?**

A total of 273 EL students were identified in January 2025.

The EL student identification process consisted of the submission of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment for those students for whom a language other than English was entered on the HLS and lived within the district's boundaries. The assessment is selected and approved by the San Ysidro School District after consultation with the Our Lady of Mount Carmel School.

#### **Section 3: What services and products will be provided?**

Our Lady of Mount Carmel requested funding for the purchases of the following:

1. 55 Acer Chromebooks Spin 312 - \$17,719.48
2. 55 Google Licenses - \$2,074.18
3. 4 LG Smart TVs 55" - \$1,292.95
4. 4 MacBook Air Laptops, 13 inch – \$3,878.95
5. Supplemental Resource Programs from William H. Sadlier, Inc. - \$11,469.00

Total amount not to exceed \$36,434.69

#### **Section 4: How, when, where, and by whom will the services be provided?**

The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The items in section 3 will be provided for the use of Title III funds to serve the needs of students enrolled at Our Lady of Mt. Carmel.

Term: Not to exceed June 30, 2025

#### **Section 5: How will the services be assessed to Improve the program?**

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet during the month of June of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

#### **Section 6: Other provisions**

Both parties of this MOU shall fulfill the conditions listed herein.

#### **Section 7: Signatures of authorized representatives**

For Our Lady of Mt Carmel:

Name: Sister Eva Lujano Phone No: (619)428-2091

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

Title: OLMC Principal

*For San Ysidro School District*

Name: Marilyn Adrianzen Phone No: (619)428-4476

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

Title: Chief Business Official

Board approved:



# *Our Lady of Mt. Carmel School*

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

## **Needs Assessment**

Our Lady of Mount Carmel School is requesting allotted Title III fund money to be used towards purchasing 55 Chromebooks and 55 Google Licenses. Through the use of these chromebooks, students will be able to access a wide variety of applications and programs that our school already utilizes to reinforce skills recently learned in school. Time spent on these chromebooks not only promote the use of higher level thinking skills, but also allow students time to discover knowledge through trial and error. Additionally, these chromebooks can increase students' responsibility, independence, and a sense of accomplishment.

[Acer Chromebook Spin 312 2-in-1 Laptop – 12.2" WUXGA Touch Intel Core i3-N305 – 8GB](#)

[LPDDR5 – 128GB eMMC Sparkly Silver CP312-1HN-34Z7 - Best Buy](#)

Acer - Chromebook Spin 312 2-in-1 Laptop – 12.2" WUXGA Touch - Intel Core i3-N305 8GB LPDDR5 – 128GB eMMC - **\$299.00 (17,719.48)**

Google Licenses **\$35.00 (\$2,074.18)**

Our Lady of Mount Carmel School is also requesting four smart t.v. 's and four Macbook Air Laptops that can be utilized to project educational tutorials in Math and ELA instruction according to relevant coursework. This technology will allow the teacher to demonstrate different procedures and examples in visual, interactive methods.

**MacBooks \$899.99 (3,878.95)**

**Smart TV's \$299.99 (1,292.95)**

[https://www.costco.com/macbook-air-laptop-\(13-inch\)---apple-m3-chip%2c-built-for-apple-intelligence%2c-8-core-cpu%2c-8-core-gpu%2c-16gb-memory%2c-256gb-ssd-storage.product.4000319514.html](https://www.costco.com/macbook-air-laptop-(13-inch)---apple-m3-chip%2c-built-for-apple-intelligence%2c-8-core-cpu%2c-8-core-gpu%2c-16gb-memory%2c-256gb-ssd-storage.product.4000319514.html)

<https://www.costco.com/lg-55-class---ur8000-series---4k-uhd-led-lcd-tv.product.4000153791.html>

Our Lady of Mount Carmel also requests the purchase of Sadlier Vocabulary Workshop, From Phonics to Reading, Grammar Workshop, Grammar for Writing, Building Reading with Success, Close Reading of Complex Texts Resource Programs. As English learners learn to master the language, these resources allow students to acquire a rich and expanded vocabulary. **(NOT TO EXCEED \$11,469.00)**

  
Sister Eva Lujano, S.J.S.  
Principal

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Educational Services ☐ Informational  
Manuel Bojorquez, Assistant Superintendent ☒ Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR

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### BACKGROUND INFORMATION:

As funded by the Learning Acceleration System Grant (LASG) through the California Collaborative for Educational Excellence (CCEE) and awarded to SDCOE for Project CLEAR (California Literacy Elevation by Accelerating Reading) to advance students' reading capacities, our District agrees to support the program goals to:

- Provides access and increase availability to learning acceleration in literacy for diverse K-12 Students populations by increasing the number of Teacher Leaders in California.
- Addresses students' learning recovery and acceleration by providing access to prevention and intervention via Reading Recovery/*Descubriendo la Lectura*.
- Builds system capacity by creating literacy teams and networks within districts and at schools through a structured professional learning model.

The Governing Board has previously approved several documents related to the 2024-25 Project Clear Program. The SDCOE has replaced these documents with the attached agreement which summarizes all of the changes for this school year as follows: ▪ Extends the agreement to 2025-26. ▪ Update books and supplies allowance to \$680 for teachers. ▪ Includes a \$10,000.00 stipend for the 8-Unit courses and is available for Teacher Leader.

The District's cost implication will be compensation for additional hours as needed for participating teachers during the 2024-25 school year.

### RECOMMENDATION:

Approve/Ratify the agreement with the San Diego County Superintendent of Schools for the Reading Recovery Program preparation and certification through the Project CLEAR program during the 2024-2026 school years.

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### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities.

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

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

TBA

(Amount)

Project CLEAR

(Name of funding source and/or location)

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



## Services Agreement

This Agreement, for the provision of services is entered into this 1st day of July, 2024, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

### 1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof, specifying the CONTRACTOR'S responsibilities for having its teachers participate in Project CLEAR (California Literacy Elevation by Accelerating Reading), a state-funded Learning Acceleration System Grant.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

### 2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2024 and ending June 30, 2026, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement'

### 3. Termination.

This Agreement may be terminated in the event of the Contractor's failure to perform any of its obligations per the Agreement SDCOE may provide written notice to the Contractor of default. Contractor shall then take all necessary actions to cure the default within thirty (30) calendar days or such a longer time as SDCOE may state in said notice. In the event the Contractor fails to remedy the default to SDCOE's satisfaction within the time specified, SDCOE may terminate the Agreement by delivery of written notice of the effective date of the termination. SDCOE, in its discretion, may allow additional days to perform any required cure if the Contractor provides written justification deemed reasonably sufficient by SDCOE. Termination of this Agreement under this section shall not release the Contractor from any obligation accruing prior to the effective date of the termination. Contractor shall stop all work under this Agreement on the effective date of termination specified in the notice.

### 4. Compensation and Reimbursement.

The SDCOE will compensate Saint Mary's College on behalf of the Contractor including all costs related to certification of teachers participating in the Project CLEAR grant, as stipulated in Exhibit "A" entitled "Special Provisions" attached. Contractor understands and agrees that there shall be no payment made to Saint Mary's College in instances where services are not provided.

SDCOE shall pay Saint Mary's College for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice to SDCOE pursuant to Project CLEAR grant services.

## **5. Confidential Relationship.**

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

## **6. Public Records Act.**

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

## **7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

## **8. Fund Availability**

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

## **9. Data Privacy and Protection**

All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

## **10. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

## **11. Audit.**

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

## 12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

## 13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

## 14. Contractor's Insurance.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

### General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	

### Auto Liability

Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired	
Combined	

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

## 15. Workers' Compensation.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

**16. Tuberculosis Clearance.**

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

**17. Pupil Safety/School Safety Act.**

California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

\_\_\_\_ The SDCOE has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

  x   The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Jorge Cuevas Antillón, District Advisor, SDCOE

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SDCOE Program Manager/Director)

**18. Indemnification.**

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**19. Tobacco-Free Facility.**

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

**20. Notices.**

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Shannon Baker, EdD  
Executive Director of Curriculum & Instruction  
6401 Linda Vista Rd  
San Diego, CA 92111  
858-295-8895  
Shannon.baker@sdcoe.net

With copy to: Chief Business Officer and  
SDCOE Legal Services  
6401 Linda Vista Rd  
San Diego, CA 92111

Contractor: Manuel Bojorquez  
Assistant Superintendent  
4350 Otay Mesa Road  
San Diego, CA 92154  
619-428-4476  
manuel.bojorquez@sysdschools.org

#### **21. Amendment.**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

#### **22. Governing Law/Venue.**

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

#### **23. Mediation.**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

#### **24. Compliance with Law.**

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

## **25. Debarment, Suspension, or Ineligibility Clause.**

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

## **26. Authorization to Perform Services.**

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

## **27. Employment with Public Agency and Retirees.**

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

## **28. Conflict of Interests.**

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**29. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**30. Severability.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**31. Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**CONTRACTOR**

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Authorized Signature)

Marilyn Adrianzen  
Name (Type or Print)

Chief Business Official  
Title

\_\_\_\_\_  
Date

Board approved/ratified:



## **EXHIBIT A SPECIAL PROVISIONS**

### **A. SCOPE OF WORK**

As funded by the LASG (Learning Acceleration System Grant) through CCEE (California Collaborative for Educational Excellence) and awarded to San Diego County Superintendent of Schools for Project CLEAR (California Literacy Elevation by Accelerating Reading) to advance students' reading capacities, the SAN YSIDRO SCHOOL DISTRICT agrees to support the program goals to:

- Provide access and increase availability to learning acceleration in literacy for diverse K-12 Students populations by increasing the number of Teacher Leaders in California
- Address students' learning recovery and acceleration by providing access to prevention and intervention via Reading Recovery/Descubriendo la Lectura
- Build system capacity by creating literacy teams and networks within districts and at schools through a structured professional learning model

Accordingly, SAN YSIDRO SCHOOL DISTRICT acknowledges the following details and commits to support local "Teacher Leader" candidates by:

- Assigning a central office or site administrator as point of contact for all matters pertaining to Project CLEAR related to Teacher Leaders, including the execution of this MOU,
- Understanding and supporting "Teacher Leader" candidates for Reading Recovery/Descubriendo la Lectura which requires full participation of the "Teacher Leader" candidate in a two-year training program organized by San Diego County Office of Education in collaboration with Saint Mary's College.
- Recognizing and supporting candidates for Teacher Leader certification, Year One of the program, focused on college coursework combined with school site training and fieldwork with students, while Year Two is devoted to field work at schools with students.
- Outline and specify that candidates for Teacher Leader certification must enroll in, and successfully complete, sixteen units of coursework focused on Reading Recovery/ Descubriendo La Lectura assessment, teaching, theory, and research in reading; obtain skills to train other teachers and coordinate a Reading Recovery/Descubriendo La Lectura program at a minimum of one school site.
- Accommodate candidates for Teacher Leader certification to attend college courses that will be held during the daytime and early evenings (Pacific Time), including the provision of some release time if needed for successful attendance.
- Clarifying that distance learning is the main mode of course attendance for Teacher Leader candidates, with hybrid learning options to be personalized for individual candidates on an as needed basis.
- Ensuring any candidates for Teacher Leader certification already hold a Master's degree in a related field; have a record of successful teaching of reading and writing in elementary school settings; and demonstrate leadership and coaching abilities.
- Monitoring and assuring that Teacher Leader candidates are each delivering a minimum of four Reading Recovery/Descubriendo la Lectura lessons daily (approximately 2.5 to 3 hours).
- Supporting Teacher Leader candidates to demonstrate teaching "behind the glass" (live observation) with a student at least twice a semester for two semesters delivering Reading Recovery/Descubriendo la Lectura lessons, and to submit expected video recordings of teaching.

- Providing and assisting Teacher Leader candidates with the basic technology (laptop, camera, tripod, video equipment, microphone) and set-up for the “behind the glass” demonstrations.
- Establishing expectations for Teacher Leader candidates to lead “behind the glass” Reading Recovery/Descubriendo la Lectura lessons at least four times under the guidance of a trained/certified Teacher Leader working with their school site.
- Letting Teacher Leader candidates know that they will be observed by the “Trainer-of-Teacher Leaders” a minimum of two times per school year while also working with Reading Recovery/ Descubriendo la Lectura students and Reading Recovery/Descubriendo la Lectura teachers.
- Supporting Teacher Leader candidates’ release time via the grant to attend the required national Teacher Leader Institute during summer of the training year.
- Aiding Teacher Leaders and Teacher Leader candidates to attend a yearly Reading Recovery Conference, as feasible.
- Collecting and maintaining student data related to the grant in accordance with the guidelines for evaluation.
- Reviewing, agreeing and signing a separate MOU detailing the student data collection, scope, timeline and student privacy protocols.
- Organizing and arranging for candidates of Teacher Leader certification to attend/observe a teacher class twice a month with a certified Teacher Leader to fully learn the role.

Additionally, SAN YSIDRO SCHOOL DISTRICT acknowledges the following details and commits to support local Reading Recovery &/or Descubriendo la Lectura “Teacher” candidates by:

- Explaining that Reading Recovery/Descubriendo la Lectura is a year-long program for “Teacher” candidates.
- Ensuring all Reading Recovery/Descubriendo la Lectura Teacher candidates have a record of three years of successful teaching of reading and writing in elementary schools.
- Clarifying that all Teacher candidates must enroll in and successfully complete eight units of coursework focused on Reading Recovery/Descubriendo la Lectura including assessment; theory in reading; student progress monitoring; student records and maintenance; and skill building for teaching Reading Recovery/Descubriendo la Lectura lessons.
- Assuring that Teacher candidates understand and complete their duty to work individually with students for at least four 30-minute Reading Recovery/Descubriendo la Lectura lessons daily (approximately 2.5 to 3 hours).
- Informing Teacher candidates that they will be demonstrating teaching “behind the glass” (live observation) with a student at least twice a semester for two semesters delivering Reading Recovery/Descubriendo la Lectura lessons, and expected video recordings of teaching.
- Aiding Teacher candidates’ release or time to attend a Reading Recovery Conference during the training year, if feasible.
- Collecting and maintaining student data related to the grant in accordance with the guidelines for evaluation.
- Reviewing, agreeing and signing a separate MOU detailing the student data collection, scope, timeline and student privacy protocols
- Organizing and ensuring Reading Recovery/Descubriendo la Lectura Teachers and candidates attend 4-6 sessions of the Reading Recovery On-Ongoing Professional Development with a Reading Recovery Teacher Leader

Moreover, SAN YSIDRO SCHOOL DISTRICT, understands and accepts its responsibility to Project CLEAR by:

- Identifying and maintaining a district champion/point-of-contact for Project CLEAR who will collaborate with SDCOE and Saint Mary’s College.

- Ensuring a district champion/point of contact and Project CLEAR participants complete occasional focus group interviews/surveys to evaluate the program's support for the district.
- Agreeing to allow the third party evaluator, St. Mary's College, to share de-identified student data with the San Diego County Office of Education for formative evaluation purposes.
- Collaborating with site leaders and Teachers in the identification and availability of students needing intervention to be taught by participating Reading Recovery/Descubriendo la Lectura Teachers and/or Teacher Leaders (during school and after school).
- Recruiting and identifying the Teacher Leader and/or Teacher candidates to participate in the Reading Recovery/Descubriendo la Lectura project.
- Collaborating with site administrators when recruiting candidates for the program to ensure leadership support for Project CLEAR participation.
- Assuring classroom teachers have access to leveled children's books from their site or district resources.
- Recognizing and affirming that Project CLEAR, via the LAS Grant, will pay for:
  - 16- units of Reading Recovery/Descubriendo la Lectura coursework for Teacher Leader candidates at Saint Mary's College over the course of two years.
  - 8 units of coursework at Saint Mary's College for Reading Recovery/Descubriendo la Lectura coursework for Teacher candidates over the course of a year.
- Other items as listed below.

These are the expenses for candidates paid by the grant versus the district across the years.

<b>Funded by the Grant; paid directly to Saint Mary's College for the DISTRICT'S Teacher Leaders</b>	<b>Funded by DISTRICT</b>
Tuition <ul style="list-style-type: none"> <li>• \$7,360 - \$8,000 for Teacher Leaders (TLs) [16 units]</li> <li>• \$1,920 additional for Spanish TLs [4 units extra over the summer]</li> </ul>	N/A
Training fees for Teacher Leaders: \$15,000	N/A
Affiliation fee for Year 2 and beyond for Teacher Leaders: \$850	N/A
Books and supplies for Teacher Leaders: <ul style="list-style-type: none"> <li>• \$2,500 for English-only</li> <li>• \$1,500 additional for Spanish TLs and Teachers</li> </ul>	N/A
Teacher Leader Conference for Year 2 and beyond: \$1,600 with up to \$2,400 for travel when conference is held outside of California.	Any additional expenses for travel and lodging to conference
International Data Evaluation Center (IDEC) fee for TLs: \$685 - \$955	N/A
Not covered by grant	Salaries and benefits of TLs
Not covered by grant	Setting up or constructing the Behind the glass rooms (can be accomplished via technology)
Not covered by grant	Reading Recovery conference(s) for Teacher Leaders (at least one per year, many options)
Not covered by grant	Travel to Saint Mary's College for conferences and events, if desired

Reading Recovery Council of Northern America membership fees (optional) as part of \$2,500 for TLs reimbursement or part of \$680 for Teacher reimbursement	N/A
\$10,000 stipend paid directly to TL in two \$5,000 installments upon successful completion of each semester that they teach the 8-unit Teacher course to teacher colleagues within the district	N/A

<b>Funded by the Grant; paid directly to Saint Mary's College for the DISTRICT'S Teachers</b>	<b>Funded by DISTRICT</b>
Tuition • \$3,840 for Teachers, English or Spanish [8 units]	N/A
Books and supplies for Teachers: \$680	Use existing books or purchase books (must be at least 300 books levels A-K)
Teacher IDEC fees \$85 - \$90 per teacher for remainder of the grant	N/A
Not covered by grant	Salaries and benefits of TLs and Teachers
Not covered by grant	Setting up or constructing the Behind the glass rooms (can be accomplished via technology)
Not covered by grant	Reading Recovery conference(s) for Teachers (at least one per year, many options)
Not covered by grant	Travel to Saint Mary's College for conferences and events, if feasible
Reading Recovery Council of Northern America membership fees (optional) as part of \$2,500 for TLs reimbursement or part of \$680 for Teacher reimbursement	N/A
\$10,000 stipend paid directly to the Teacher in two \$5,000 installments upon successful completion of each semester that they participate in the 8-unit Teacher course within the district. Successful completion equals an A or B grade in all courses	N/A

**EXHIBIT B**  
**COVID-19 Vaccination & Testing Requirements**

**The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.**

**It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.**

**This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** March 13, 2025

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

**FROM:**  
Pupil Services ☐ Informational  
Manuel Bojorquez, Assistant ☒ Action  
Superintendent

**AGENDA ITEM:** AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE IMPLEMENTATION OF THE CHILD AND YOUTH BEHAVIORAL HEALTH INITIATIVE (CYBHI) PROGRAM

**BACKGROUND INFORMATION:**

The purpose of this Service Agreement between the San Diego County Office of Education (SDCOE) and the San Ysidro School District (SYSD) is to formalize the partnership, disseminate grant funds as determined by the SDCOE allocation model and disbursement criteria, and detail the roles and responsibilities of SDCOE and SYSD for implementing the Child and Youth Behavioral Health Initiative (CYBHI) School-Linked Partnership and Capacity Grants program.

Responsibilities of SDCOE:

- Review the State-designed LEA Implementation Plan, and bi-annual State-designed Progress Reports, including the budget, and request updates/revisions, as needed, and approve.
- Ensure LEAs compliance with permissible use of funds, as outlined in the Department of Health Care Services (DHCS) School-Linked Partnerships and Capacity Grants Funding Guidance Overview, including, but not limited to, Procurement Rules and Equipment/Property Ownership/ Inventory/ Disposition; prior approval, tagging inventory, and reporting.
- Distribute funds to LEA based on milestones for the successful performance of the deliverables outlined in this agreement.
- Provide updates to the LEA as made available from the DHCS and/or the Parent LEAs as it relates to the CYBHI Multi-Payer Fee Schedule and CYBHI School-Linked Partnership and Capacity Grants.

The goals of CYBHI include: ▪ to improve the way California supports children, youth, and families, ▪to provide access to mental health and substance use services and supports and ▪ to meet the needs of all young people, particularly those who face the greatest barriers to wellness.

The term of this agreement is from July 1, 2024, through June 30, 2027.

**RECOMMENDATION:**

Approve/Ratify the agreement with the San Diego County Superintendent of Schools for the implementation of the Child and Youth Behavioral Health Initiative (CYBHI) Program for 2024-2027 school years. SDCOE shall pay for services rendered pursuant to this agreement, in the amount of \$218,484.17.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: School Culture, Climate, and Student Well-Being - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

Grant Award Amount:

\$218,484.17

(Amount)

CYBHI Grant

(Name of funding source and/or location)

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

## Services Agreement

This Agreement, for the provision of services is entered into this **1st day of July, 2024**, by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "SDCOE") and San Ysidro School District

(hereinafter referred to as "LEA") who agrees to provide the following services to the SDCOE:

### 1. Scope of Services.

LEA shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

### 2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2024, and ending June 30, 2027, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, LEA shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which LEA received from SDCOE or produced for SDCOE for the purposes of this Agreement.

The Service Agreement period is contingent upon DHCS extending the date of its contract with the Grant Program Lead, the Sacramento County Office of Education (Sacramento COE), ("Parent Contract"), to June 30, 2027. In any event, this Service Agreement will not exceed the termination date of the Parent Contract, and the terms of this Service Agreement may be modified to reflect changes in the terms of the Parent Contract.

### 3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to LEA. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

### 4. Compensation and Reimbursement.

The SDCOE will compensate LEA at the rates found in Exhibit A, not to exceed a total of Two Hundred Eighteen Thousand Four Hundred Eighty-Four and 17/100 Dollars (\$218,484.17).

LEA understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. For invoicing and payment structure, please refer to Exhibit A.

LEA may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

LEA is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall LEA submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement; unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

#### **5. Confidential Relationship.**

SDCOE may from time to time communicate to LEA certain information to enable LEA to effectively perform the services. LEA shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. LEA shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of LEA, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of LEA without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to LEA by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

LEA shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, LEA shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

#### **6. Public Records Act.**

LEA acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that LEA may submit information that LEA considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) LEA acknowledges that the SDCOE may submit to LEA information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from



the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

#### **7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by LEA upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; LEA's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the LEA will remain the exclusive property of the LEA.

#### **8. Fund Availability**

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of LEA. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

#### **9. Data Privacy and Protection**

All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by LEA pursuant to this Agreement will cease to be retained by the LEA at the conclusion of this Agreement and will, in fact, be removed from the LEA's records.

The LEA will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The LEA certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The LEA will notify the SDCOE within 24 hours of the LEA discovering an unauthorized access or disclosure of SDCOE data.

The LEA and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

#### 10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

#### 11. Audit.

LEA agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

#### 12. Independent LEA.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, LEA is acting as an independent LEA and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, LEA shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. LEA shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

#### 13. Licenses, Permits, Etc.

LEA represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. LEA represents and warrants to SDCOE that LEA shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for LEA to practice its profession.

#### 14. LEA's Insurance.

The LEA shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

##### General Liability

Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	\$1,000,000 Amount
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##### Auto Liability

Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired      Combined	\$100,000/\$300,000 Amount
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The LEA shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

#### 15. Workers' Compensation.

The LEA shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or LEA shall sign and file on company letterhead stationery with the SDCOE the following certificate:

**"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."**

**16. Tuberculosis Clearance.**

LEA shall certify in writing that LEA's employees, volunteers, and subcontractors receive clearance for TB. In such cases where LEA does not have in-person contact with students, LEA shall not be required to obtain TB clearance.

**17. Pupil Safety/School Safety Act.**

California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. LEA shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that LEA is expected to have with SDCOE'S pupils.

\_\_\_\_\_ The SDCOE has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the LEA. No work may take place until the requirements of Education Code section 45125.1 have been met.

  X   The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by   Mara Madrigal-Weiss  

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SDCOE Program Manager/Director)

**18. Indemnification.**

To the fullest extent allowable by law, LEA agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including LEA, that arise out of, pertain to, or relate to LEA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. LEA agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such LEA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. LEA's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at LEA's expense, subject to LEA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for LEA or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**19. Tobacco-Free Facility.**

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

**20. Notices.**

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Mara Madrigal-Weiss, Executive Director  
6401 Linda Vista Rd  
San Diego, CA 92111  
858-298-2068  
mmadirgal@sdcoe.net

With copy to: Chief Business Officer and  
SDCOE Legal Services  
6401 Linda Vista Rd  
San Diego, CA 92111

LEA: Manuel Bojorquez, Assistant Superintendent  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
619.428.4476  
manuel.bojorquez@sysdschools.org

With copy to: Chief Business Official  
marilyn.adrianzen@sysdschools.org

**21. Amendment.**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the LEA.

**22. Governing Law/Venue.**

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

**23. Mediation.**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

**24. Compliance with Law.**

The LEA shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, LEA and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

**25. Debarment, Suspension, or Ineligibility Clause.**

By signing this Agreement, the LEA certifies that the LEA, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. LEA certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

**26. Authorization to Perform Services.**

LEA is not authorized to perform services or incur costs under this agreement until executed by both the LEA and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

**27. Employment with Public Agency and Retirees.**

LEA, if an employee of another public agency, agrees that LEA will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that LEA or any employee, agent, or subcontractor of LEA providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, LEA shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of LEA or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

**28. Conflict of Interests.**

LEA may serve other clients, but none whose activities or whose business, regardless of location, would place the LEA in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LEA shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. LEA warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. LEA understands that if this Agreement is or was made in violation of Government Code 1090

et seq. the entire Agreement is void and LEA will not be entitled to any reimbursement of expenses, and LEA will be required to reimburse SDCOE for any sums paid to the LEA. LEA understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**29. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**30. Severability.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**31. Waiver.**

Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

**32. Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Authorized Signature)

Marilyn Adrianzen  
\_\_\_\_\_  
Name (Type or Print)

Chief Business Official  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Board approved/ratified: \_\_\_\_\_

## EXHIBIT A SPECIAL PROVISIONS

### A. SCOPE OF WORK

#### a. PURPOSE/OVERVIEW

- i. California is implementing the [Children and Youth Behavioral Health Initiative](#) (CYBHI) to reimagine systems, regardless of payer, that support behavioral health for all of California's children, youth, and families.
- ii. One of the workstreams under the CYBHI is the [School-Linked Partnership and Capacity Grants](#), which is a one-time investment enabling educational entities to build the necessary capacity, infrastructure, and partnerships needed to achieve a long-term and sustainable funding model for behavioral health services. The School-Linked Partnerships and Capacity Grants Program has three primary goals:
  1. Fee schedule readiness: Increase the number of Local Educational Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. Attaining fee schedule readiness will promote long-term sustainability.
  2. Expand access: Increase availability, equity, and range of behavioral health services in schools or school-linked settings by expanding the LEAs' capabilities and capacity.
  3. Collaborative Infrastructure: Develop or enhance collaborative infrastructure across LEAs, Medi-Cal and commercial managed care plans, county behavioral health departments, and community-based organization providers that focus on child and youth behavioral wellbeing.
- iii. Through the CYBHI School-Linked Partnership and Capacity Grants, the Department of Health Care Services (DHCS) will provide \$400 million to California public K-12 schools. This one-time investment will bolster school-linked behavioral health services and support operational readiness for the statewide multi-payer fee schedule. The Sacramento County Office of Education, in partnership with the Santa Clara County Office of Education, will oversee grant fund distribution to all 58 county offices of education (COEs).
- iv. The purpose of this Service Agreement between the San Diego County Office of Education (SDCOE) and the Local Educational Agency (LEA) is to formalize the partnership, disseminate grant funds as determined by the SDCOE allocation model and disbursement criteria, and detail the roles and responsibilities of SDCOE and the LEA for implementing the Child and Youth Behavioral Health Initiative (CYBHI) School-Linked Partnership and Capacity Grants program.

#### b. RESPONSIBILITIES

##### i. SDCOE Responsibilities

1. Review the State-designed LEA Implementation Plan, and bi-annual State-designed Progress Reports, including the budget, and request updates/revisions, as needed, and approve.
2. Ensure LEAs compliance with permissible use of funds, as outlined in the [DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview](#), including, but not limited to, Procurement Rules and Equipment/Property Ownership/ Inventory/ Disposition; prior approval, tagging inventory, and reporting.



3. Distribute funds to LEA based on milestones outlined in Table 1 below for the successful performance of the deliverables outlined in this agreement.
  4. Provide updates to the LEA as made available from DHCS and/or the Parent LEAs as it relates to the CYBHI Multi-Payer Fee Schedule and CYBHI School-Linked Partnership and Capacity Grants.
- ii. **LEA Responsibilities**
1. Utilize its **DIRECT** allocation Grant Funds to advance fee schedule readiness as outlined in the [DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview](#) and SDCOE-approved State-designed LEA Implementation Plan.
  2. Maintain effective communication with SDCOE and provide the SDCOE with timely notification of any significant issues.
  3. Identify at least two LEA Liaisons by position and title, as responsible parties for all communications, including required notices, project meetings, professional development, and workshops, related to this agreement.
  4. Attend and actively participate in Technical Assistance, office hours, and Community of Practice meetings, as needed and/or as requested by SDCOE, to support the successful implementation of Grant Program activities in alignment with the State-designed LEA Implementation Plan.
  5. Submit the State-designed LEA Implementation Plan, which includes budget and Priority Funding Activities, via an online form by January 31, 2025. SDCOE will review and approve the State-designed LEA Implementation Plan and request changes, as needed. Additionally, upon State-designed LEA Implementation Plan approval, LEA will submit an invoice to **CYBHGrant@sdcoe.net**.
    - a. The State-designed LEA Implementation Plan will reflect the LEAs current understanding of their needs and capacity.
    - b. The State-designed LEA Implementation Plan will address and clearly outline the LEA's plan to utilize the Grant Funds.
    - c. The State-designed LEA Implementation Plan should outline how the LEA plans to use its Grant.
    - d. The use of funds indicated in the State-designed LEA Implementation Plan should align with the [DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview](#) (DHCS Funding Guidance Memo) for a description of permissible uses of funds.
    - e. Obtain pre-approval/ final approval from SDCOE Grant Administrators if any amendments (updates or changes) are needed on the State-designed LEA Implementation Plan.
    - f. Requests to modify the State-designed LEA Implementation Plan may be submitted as part of this State-designed Progress Report.
  6. Submit the State-designed Progress Reports in accordance with the timeline detailed below in Table 1 and submit reports via an online form. This includes:
    - a. Implementation progress during the reporting period on all tasks and major milestones.
    - b. Deliverables performed during the reporting period utilizing the reporting tools.
  7. State-designed Progress Reports and Timeline
    - a. **LEA State-designed Progress Report #1** outlining the work completed between **July 1, 2024, and June 30, 2025; due by July 31, 2025. This report may include**



- updates on key activities such as LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
- b. **LEA State-designed Progress Report #2 on work completed between July 1, 2025, and December 31, 2025; due by January 30, 2026. This report may include updates on key activities such as** LEA spending of Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
  - c. **LEA State-designed Progress Report #3 on work completed between January 1, 2026, and June 30, 2026; due by July 31, 2026 (option to submit a final report).** This report may include updates on key activities such as LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
  - d. **LEA State-designed Progress Report #4 on work completed between July 1, 2026, and December 31, 2026; due by January 29, 2027 (option to submit a final report).** This report may include updates on key activities such as LEA spending of the Grant Funds (in alignment with the DHCS Funding Guidance Memo); and completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
  - e. **LEA State-designed Progress Report #5 on work completed between January 1, 2027, and June 30, 2027; due by July 30, 2027 (option to submit a final report).** This report may include updates on key activities such as LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
  - f. Requests to modify the State-designed LEA Implementation Plan may be submitted as part of any State-designed Progress Report.
  - g. Failure to submit timely and complete reports may impact receipt of payment funding under this Agreement.
  - h. If the LEA completes grant-funded activities before June 2027, it may submit its final State-designed Progress Report early and will not be obligated to submit any additional reports beyond that time.
- c. **Fiscal and Other Reporting**
- i. SDCOE shall distribute up to \$218,484.17 (total allocation) in grant funds to the LEA.
  - ii. The budget will be included in the State-designed LEA Implementation Plan and must be aligned with the permissible use of funds, as outlined in the [DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview](#).
  - iii. All expenditures must be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access, and range in school-linked behavioral health services. Expenditures outside of the above parameters will not be permitted without explicit permission from SDCOE.

- iv. LEA is not required to submit separate budget and expenditure reports. All budget details, expenditures, and revisions should be included as part of the State-designed Progress Reports and Final State-designed Progress Report.
- v. LEA is required to maintain fiscal documents for three years if Sacramento/ Santa Clara COE or DHCS requests them.
- vi. Funds will be released upon the approval of the Service Agreement, receipt and approval of the State-designed Progress Reports, and submission of a valid invoice as per Table 1 submitted to **CYBHgrant@sdcoe.net**.
- vii. These payment provisions are contingent upon SDCOE's receipt of full payment from Sacramento COE. If payment from DHCS to Sacramento COE, and subsequently to SDCOE are reduced, delayed, or terminated at any time during the term of this Service Agreement, SDCOE's payment to LEAs will be similarly reduced, delayed, or terminated.
- viii. LEA shall return any unspent funds to SDCOE, including any funds associated with unsatisfactory completion or lack of completion of subgrantee deliverables.
- ix. The total budget and invoice amount may not exceed LEA allocation.

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    - b. The State-designed LEA Implementation Plan will address and clearly outline the LEA's plan to utilize the Grant Funds.
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    - d. The use of funds indicated in the State-designed LEA Implementation Plan should align with the [DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview](#) (DHCS Funding Guidance Memo) for a description of permissible uses of funds.
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    - f. Requests to modify the State-designed LEA Implementation Plan may be submitted as part of this State-designed Progress Report.
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  - e. **LEA State-designed Progress Report #5 on work completed between January 1, 2027, and June 30, 2027; due by July 30, 2027 (option to submit a final report).** This report may include updates on key activities such as LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and completion of deliverables identified in the State-designed LEA Implementation Plan. Additionally, LEA will submit an invoice to [CYBHIgrant@sdcoe.net](mailto:CYBHIgrant@sdcoe.net).
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- iv. LEA is not required to submit separate budget and expenditure reports. All budget details, expenditures, and revisions should be included as part of the State-designed Progress Reports and Final State-designed Progress Report.
- v. LEA is required to maintain fiscal documents for three years if Sacramento/ Santa Clara COE or DHCS requests them.
- vi. Funds will be released upon the approval of the Service Agreement, receipt and approval of the State-designed Progress Reports, and submission of a valid invoice as per Table 1 submitted to **CYBHgrant@sdcoe.net**.
- vii. These payment provisions are contingent upon SDCOE's receipt of full payment from Sacramento COE. If payment from DHCS to Sacramento COE, and subsequently to SDCOE are reduced, delayed, or terminated at any time during the term of this Service Agreement, SDCOE's payment to LEAs will be similarly reduced, delayed, or terminated.
- viii. LEA shall return any unspent funds to SDCOE, including any funds associated with unsatisfactory completion or lack of completion of subgrantee deliverables.
- ix. The total budget and invoice amount may not exceed LEA allocation.



**Table 1**

<b>Deliverable</b>	<b>Deadline for Submission</b>	<b>Percent of Allocation</b>	<b>Funds Released via Auditor Transfer Upon</b>
Service Agreement with SDCOE	Rolling	50%	Execution, Invoice
State-designed LEA Implementation Plan	1/31/2025	10%	Review and Approval, Invoice
State-designed Progress Report #1 (July 2024 – June 2025)	7/31/2025	15%	Review and Approval, Invoice
State-designed Progress Report #2 (July 2025 – Dec 2025)	1/30/2026	-	-
State-designed Progress Report #3 (Jan 2026 – June 2026)	7/31/2026 <b>(option to submit final report)</b>	15%	Review and Approval, Invoice
State-designed Progress Report #4 (July 2026 – Dec 2026)	1/29/2027 <b>(option to submit final report)</b>	-	-
Final State-designed Progress Report #5 (Jan 2027 – June 2027)	7/30/2027	10%	Review and Approval, Invoice