



# Santee School District

## SCHOOLS

- Cajon Park
- Carlton Hills
- Carlton Oaks
- Chet F. Harritt STEAM
- Hill Creek
- Pepper Drive
- PRIDE Academy  
at Prospect Avenue
- Rio Seco
- Sycamore Canyon
- Alternative  
Success Program

**BOARD OF EDUCATION  
ORGANIZATIONAL MEETING  
AGENDA  
December 15, 2020**

**District Mission**

*Providing an extraordinary education in an inspiring environment with caring people*

In response to the Governor’s Order regarding COVID-19, written notice is hereby given in accordance with Government Code Section 54956 that the following special meeting of the Board of Education of the Santee School District will be conducted virtually.

**TO JOIN THE MEETING**

[Click this link to join from a PC, Mac, iPad, iPhone, or Android](#) device or by phone: (669) 900-6833, Webinar ID: 832 5236 7799

**FOR PUBLIC COMMENTS**

[Click here to submit a public comment](#). All comments will be posted on the District website, under School Board Meetings, by 6:00 p.m., and acknowledged by the Board President. Copies of the comments will be provided to all Board Members, and Superintendent, prior to the meeting. The Board has a policy limiting any speaker to five minutes.

**PUBLIC COMMENTS MUST BE RECEIVED BY TUESDAY, DECEMBER 15, AT 6:00 PM**

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**A. OPENING PROCEDURES – 7:00 p.m.**

1. Call to Order and Welcome
2. District Mission
3. Pledge of Allegiance
4. Approval of Agenda

**B. ORGANIZATIONAL MEETING**

**1. Oath of Office**

Article XX, Section 3 of the California Constitution; Education Code Section 60; and Government Code Section 1360 require that all public officers, following any election or appointment and before they enter upon the duties of their respective offices, shall take and subscribe to an oath or affirmation.

**2. Election of Board of Education Officers**

It is recommended that the Board of Education elect officers through rotation according to Board Bylaw 9120 and that the Board Bylaw 9120 be revised to reflect the officer rotation for 2021.

**3. Board Meeting Calendar for 2021**

It is recommended that the Board of Education approve continuation of the existing meeting schedule with meeting dates for 2021 as listed.

**4. Board of Education Representatives to Councils, Advisory, and Other Committees**

It is recommended that the Board of Education assign Board members to serve as Board representatives to Advisory and other committees for 2021.

<b>C. REPORTS AND PRESENTATIONS</b>	14
1. Superintendent's Report	
1.1. Developer Fees and Collection Report	15
1.2. Enrollment Report	16
1.3. COVID-19 Update	
1.4. School Reopening Update	
<b>D. PUBLIC COMMUNICATION</b>	17
<i>During this time, citizens are invited to address the Board of Education about any item not on the agenda. Requests-to-speak were requested in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
<b>E. CONSENT ITEMS</b>	18
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Requests-to-speak were requested in advance.</i>	
<b>Superintendent</b>	
1.1. <b><u>Approval of Minutes</u></b>	19
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
1.2. <b><u>Approval of Employee Agreement Amendments for Assistant Superintendents, 2020-2023</u></b>	136
It is recommended that the Board of Education approve the Employee Agreement Amendments for Assistant Superintendents, 2020-2023 as presented.	
<b>Business Services</b>	
2.1. <b><u>Approval/Ratification of Travel Requests</u></b>	143
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
2.2. <b><u>Approval/Ratification of Expenditure Warrants</u></b>	145
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of November 2020.	
2.3. <b><u>Approval/Ratification of Purchase Orders</u></b>	147
It is recommended that the Board of Education approve and ratify purchase orders for the month of November 2020 as presented in the item.	
2.4. <b><u>Approval/Ratification of Revolving Cash Report</u></b>	155
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
2.5. <b><u>Acceptance of Donations, Grants, and Bequests</u></b>	157
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	
2.6. <b><u>Approval/Ratification of General Services Agreements</u></b>	158
It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.	
2.7. <b><u>Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation</u></b>	160
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.	

- 2.8. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 161  
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of October 2020.
- 2.9. **Acceptance of Annual and Five-Year Developer Fee Report** 166  
It is recommended that the Board of Education accept the Annual and Five-Year Developer Fee Report pertaining to transactions for the 2019-20 fiscal year and facility plans for the subsequent 5 years.
- 2.10. **Acceptance of GASB 75 July 2020 Actuarial Valuation Update** 174  
It is recommended that the Board of Education accept the updated GASB 75 Actuarial Valuation of Other Post Employment Retirement Benefits for use in Financial Statements.

### **Educational Services**

- 3.1. **Approval of Nonpublic Agency Master Contract with Professional Tutors of America, Inc.** 199  
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Professional Tutors of America, Inc.
- 3.2. **Approval of Memorandum of Agreement (MOA) Between Santee School District's After School Education and Safety Program (ASES) and San Diego County Superintendent of Schools for Fiscal Year 2020-2021** 200  
It is recommended that the Board of Education approve the Memorandum of Agreement between Santee School District ASES and San Diego County Superintendent of Schools for fiscal year 2020-2021.
- 3.3. **Approval of Nonpublic School Master Contract with Community School of San Diego for Nonpublic School Services** 218  
It is recommended that the Board of Education approve the Nonpublic School Master Contract with Community School of San Diego for Nonpublic School Services.
- 3.4. **Approval of Clinical Practicum Agreement with California State University Northridge** 219  
It is recommended that the Board of Education approve the Clinical Practicum Agreement with California State University Northridge.
- 3.5. **Approval of Individual Services Agreement with San Diego Center for Children Nonpublic School Services** 227  
It is recommended that the Board of Education approve the Individual Services Agreement with San Diego Center for Children Nonpublic School Services.

### **Human Resource/Pupil Services**

- 4.1. **Personnel, Regular** 228  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Ratification of Side Letter Between Santee School District and California School Employees Association (CSEA) and its Chapter #557** 231  
It is recommended that the Board of Education ratify the Side Letter agreement between Santee School District and the California School Employees Association and its Chapter #557.
- 4.3. **Approval of Extension of Short-Term Positions** 238  
It is recommended that the Board of Education approve the extension of short-term positions from December 31, 2020 – June 30, 2021.
- 4.4. **Ratification of Kaiser On-the-Job N95 Mask Fit Test Clinic Agreement** 239  
It is recommended that the Board of Education ratify the Kaiser On-the-Job N95 Mask Fit Test Clinic agreement.

<b>F.</b>	<b>DISCUSSION AND/OR ACTION ITEMS</b>	245
	<i>Members of the audience wishing to address the Board about any of the following items were asked to submit their comment online prior to the deadline.</i>	
	<b>Business Services</b>	
1.1.	<b><u>Approval of First Interim Report for 2020-21</u></b>	246
	It is recommended that the Board of Education approve a positive certification for the 1st Interim Report regarding the District's ability to meet its financial obligations for the 2020-21 fiscal year and two subsequent years.	
1.2.	<b><u>Approval of LCFF Budget Overview for Parents</u></b>	247
	It is recommended that the Board of Education approve the LCFF Budget Overview for Parents to supplement data contained in the District's 2020-21 1 <sup>st</sup> Interim Report.	
1.3.	<b><u>Approval of Monthly Financial Report</u></b>	251
	It is recommended that the Board of Education approve the Monthly Financial Report, as presented.	
1.4.	<b><u>Adoption of Resolution No. 2021-16 of the Santee School District Authorizing the Borrowing of Funds for Fiscal Year 2020-2021 and the Issuance and Sale of One or More Series of 2020-21 Tax and Revenue Anticipation Notes Therefor in an Amount Not to Exceed \$5,000,000 and Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes</u></b>	254
	It is recommended that the Board of Education adopt Resolution No. 2021-16 of the Santee School District authorizing the borrowing of funds for fiscal year 2020-2021 and the issuance and sale of one or more Series of 2020-21 Tax and Revenue Anticipation Notes therefor in an amount not to exceed \$5,000,000 and participation the San Diego County and School District Tax and Revenue Anticipation Note Program and requesting the Board of Supervisors of the County to issue and sell said notes.	
<b>G.</b>	<b>BOARD POLICIES AND BYLAWS</b>	480
1.1.	<b><u>Second Reading of Board Bylaws (BB):</u></b>	
	<ul style="list-style-type: none"><li>• <b><u>BB 9010 - Public Statements</u></b></li><li>• <b><u>BB 9100 - Organization</u></b></li><li>• <b><u>BB 9110 - Number of Members and Terms of Office</u></b></li></ul>	
	It is recommended that the Board of Education adopt Revised Board Bylaws 9010, 9100, and 9110, in a Second Reading, as presented.	
1.2.	<b><u>First Reading of Board Bylaws (BB):</u></b>	528
	<ul style="list-style-type: none"><li>• <b><u>BB 9121 – President</u></b></li><li>• <b><u>BB 9123 – Clerk</u></b></li><li>• <b><u>BB 9130 – Board Committees</u></b></li></ul>	
	Revised Board Bylaws 9121, 9123, and 9130 are presented as First Readings. Action, if any, is at the discretion of the Board of Education.	



<b>H.</b>	<b>EMPLOYEE ASSOCIATION COMMUNICATION</b>	531
<b>I.</b>	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	531
<b>J.</b>	<b>CLOSED SESSION</b>	531
1.	<b><u>Conference with Labor Negotiator</u></b> (Gov't. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and Classified School Employees Association (CSEA)</i>	
2.	<b><u>Public Employee Performance Evaluation</u></b> (Gov't. Code § 54957) <i>Superintendent</i>	
<b>K.</b>	<b>RECONVENE TO PUBLIC SESSION</b>	531
<b>L.</b>	<b>ADJOURNMENT</b>	531

**Please note:** Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. As of this posting, the next regular meeting of the Board of Education will be held virtually on January 5, 2021, at 7:00 p.m. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

- \_\_\_ Burns
- \_\_\_ Ryan
- \_\_\_ Levens-Craig
- \_\_\_ El-Hajj
- \_\_\_ Fox

**ITEM A. OPENING PROCEDURES – 7:00 P.M.**

1. Call to Order and Welcome
2. District Mission  
*Providing an extraordinary education in an inspiring environment with caring people*
3. Pledge of Allegiance
4. Approval of Agenda for the December 15, 2020, regular meeting

Agenda Item A.

## **Item B. ORGANIZATIONAL MEETING**

1. Oath of Office
2. Election of Board of Education Officers
3. Board Meeting Calendar for 2021
4. Board of Education Representative to Councils, Advisory, and Other Committees

**BACKGROUND:**

Article XX, Section 3 of the California Constitution; Education Code Section 60; and Government Code Section 1360 require that all public officers, following any election or appointment and before they enter upon the duties of their respective offices, shall take and subscribe to an oath or affirmation.

Tonight, the re-elected Governing Board Members Dianne El-Hajj and Elana Levens-Craig will be sworn into office in accordance with Article XX, Section 3 of the California Constitution; Education Code Section 60; and Government Code Section 1360.

**RECOMMENDATION:**

Administer the Oath of Office to re-elected Members El-Hajj and Levens-Craig, for another four-year term as Santee School District Governing Board Members.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.1.

**BACKGROUND:**

In 2020, California Education Code Sections 35143 and 72000 provide that the governing board of each school district shall hold an annual organizational meeting between December 11 and December 25. California Education Code Section 35022 provides that every school district governing board shall elect at its organizational meeting a president and a clerk from among its members.

Tonight the governing board will hold its annual organization meeting in accordance with these Education Codes.

Board Bylaw 9120 describes the Board's procedure for automatic rotation of Board officer positions at its annual organizational meeting. The Board must take formal action to annually implement the bylaw. The officers serve until the next annual organizational meeting. Upon the election/rotation of officers, the bylaw will be revised to reflect the changes.

Barbara Ryan, President  
Elana Levens-Craig, Vice President  
Dianne El-Hajj, Clerk  
Ken Fox, Member  
Dustin Burns, Immediate Past President, Member

In accordance with Board Bylaw 9122, the Superintendent shall act as Secretary to the Board of Education. The policies for each officer of the Board, as well as the Secretary to the Board, are available on the school district web page under School Board. ([www.santeesd.net](http://www.santeesd.net))

**RECOMMENDATION:**

Board members will rotate offices and appoint the Superintendent as Secretary to the Board. Board Bylaw 9120 will be automatically revised to reflect the new officers of the Board.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.2.

**BACKGROUND:**

According to Education Code 35140 and Board Bylaw 9320, a calendar of regular meeting dates must be submitted to the County Office of Education by each governing board immediately following its organizational meeting in December. The purpose of this agenda item is to establish the meeting calendar for the year 2021. Presently, the Board meets on the first and third Tuesdays of each month. The assembly room in the Douglas E. Giles Educational Resource Center is the official regular meeting location. Meetings are held at 7:00 p.m.

The schedule presented for 2021 reflects no meeting on April 6, as this meeting falls during and/or following a holiday break, impacting staff preparation time; and the addition of a meeting on January 5. At their November 17 meeting, the Board voted to omit the January 5 meeting from the 2021 meeting calendar. Since then, Administration has deemed a need to hold the meeting.

**RECOMMENDATION:**

Administration recommends continuation of the existing meeting schedule with the exceptions listed above. The recommended meeting schedule is attached.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.3.



# SANTEE SCHOOL DISTRICT

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## BOARD OF EDUCATION 2021 MEETING DATES

- Meeting schedule: First and third Tuesdays of each month
- Meeting time: 7:00 p.m.
- Meeting location: Douglas E. Giles Educational Resource Center  
9619 Cuyamaca Street  
Santee, CA 92071

**January 5 and 19**

**February 2 and 16**

**March 2 and 16**

**\*April 20**

**May 4 and 18**

**June 1 and 15**

**July 6 and 20**

**August 3 and 17**

**September 7 and 21**

**October 5 and 19**

**November 1 and 16**

**December 7 and 21**

\*No regular meeting is scheduled for April 6, due to the holiday break schedule.

Organizational Meeting Item B.4.  
Prepared by Dr. Kristin Baranski  
December 15, 2020

Board of Education Representatives to  
Councils, Advisory and Other Committees

**BACKGROUND:**

Board Bylaw 9141 encourages appointment of Board members to serve on District committees, advisory committees/councils, or committees/councils for other agencies or organizations. In doing so, Board members have the opportunity to exchange ideas and opinions with parents, staff, and members of the community. Attached are the assignments designated in 2020.

Meetings of District advisory councils and committees are open to the public and Board members may attend any meetings as they wish. A quorum of Board members may be present as observers without violation of the provisions of the Ralph M. Brown Act (Government Code 54952.2).

**RECOMMENDATION:**

Administration recommends Board Member selection and assignment to committees/councils as desired.

**FISCAL IMPACT:**

None.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.4.





## Santee School District Board of Education 2020 COMMITTEE ASSIGNMENTS

Committee (Staff chairs included)	Burns	El-Hajj	Fox	Levens-Craig	Ryan
<b>A. District Advisory Committee (DAC)</b> <i>Chair: Dr. Stephanie Pierce (formerly ACI)</i>				X	X
<b>B. Other District Committees</b>					
<b>1. Budget Advisory Committee</b> <i>Chair: Karl Christensen</i>		X		Alt	
<b>2. Calendar Committee</b> <i>Chair: Tim Larson</i>		Alt	X		
<b>3. Character Education and School Climate Advisory Committee</b> <i>Chair: Mike Olander/Meredith Riffel</i>	X				Alt
<b>4. Communication Committee</b> <i>Chair: Kristin Baranski</i>		X		Alt	
<b>5. Audit Ad Hoc Committee</b> <i>(Active as necessary)</i>	X		X		
<b>6. Special Education Advisory Committee</b> <i>Chair: Mimi McGinty</i>			X	X	
<b>7. Wellness Committee</b> <i>Chair: Cathy Abel</i>		X			Alt
<b>C. District – Greater Community Committees</b>					
<b>1. Board/Santee City Council Joint Conference Committee</b> <i>District Representative: Dr. Kristin Baranski</i> <i>Board Representatives are Board Pres. and VP</i>	X				X
<b>2. Educational Foundation</b>	X				X
<b>3. County Service Area #69</b>			X		
<b>4. Legislative Representative</b>				X	X
<b>5. Santee Chamber of Commerce</b>				Alt	X
<b>6. Santee Collaborative</b> <i>Collaborative Coordinator: Meredith Riffel</i>			X		

## **Item C. REPORTS AND PRESENTATIONS**

The following items are presented for Board information:

1. Superintendent's Report
  - 1.1. Developer Fees and Collection Report
  - 1.2. Enrollment Report
  - 1.4. COVID-19 Update
  - 1.5. School Reopening Update

**DEVELOPER FEES COLLECTION REPORT  
2020-21  
CUMULATIVE THROUGH DECEMBER 15, 2020**

Residential Rate: \$2.35 per square foot - effective 6/20/18; \$3.38 per square foot - effective 3/18/2020  
 Commercial Rate: \$0.38 per square foot - effective 6/20/18; \$0.41 per square foot - effective 5/17/2020  
 Self Storage Rate: \$0.07 per square foot - effective 6/20/18; \$0.03 per square foot - effective 5/17/2020

COM	RES	SS	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X		1437 Roxanne Dr	07/15/20	894	\$3,021.72	PD
	X		349, 345, 341, 337, 333, 332, 336, 340, 344, 348 Creek Ct / 327, 323, 319, 315 Lagoon Way	07/21/20	28,596	\$96,654.48	RS
	X		8697, 8695, 8693, 8691, 8698, 8696, 8694, 8692, 8690 Barbados Ln / 8679, 8677, 8675, 8673, 8671 Tobago Ln	07/22/20	23,897	\$80,771.86	CFH
	X		7978, 7974, 7970, 7962, 7958, 7954, 7950, 7971, 7975, 7979 Robinson Lane	07/24/20	15,434	\$52,166.92	CFH
	X		1286 Tuttle Ln	07/30/20	1,200	\$4,056.00	PD
	X		9092 Trailmark Way	08/12/20	224	\$757.12	CO
	X		332, 336, 340, 344, 348 Stream Ct, 333, 337, 341, 345, 349 Waterbury Ct	10/07/20	20,388	\$68,911.44	RS
X			9702 Prospect Ave	10/26/20	35,334	\$14,486.94	PA
	X		348, 344, 340, 336, 332 Waterbury Ct, 349, 345, 341, 337, 333 Nile Ct	11/04/20	20,388	\$68,911.48	RS
<b>TOTAL PAGE 1</b>						<b>\$389,737.96</b>	

\*Additional square footage (total is over 500 square feet)  
 \*\* Fee Exempt - Senior / Elder Care Facility  
 \*\*\* Fee Exempt - Less than 500 square feet  
 \*\*\*\* Fee Exempt - Religious Facility

Santee School District  
 ENROLLMENT REPORT  
 12/4/2020  
 Month 5 Week 2  
 School Week 16

SCHOOL	REGULAR ED											SPECIAL ED											Total All											
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	12/04/20	12/06/19	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	12/04/20	12/06/19	# Diff	% Diff	12/04/20	11/20/2020*	# Diff		
Cajon Park		5	67	69	61	78	92	67	76	90	104	760				6	4	1	4	10	2	7	4	9	47									
Dist Lrng		0	25	0	0	24	0	34	0	33	0	116				2	2	3	6	5	2	0	0	0	20									
<b>CP TOTAL</b>		5	92	69	61	102	92	121	78	132	104	878	950	-74	-7.8%	8	6	4	10	15	4	7	4	9	67	60	7	11.7%	943	939	4			
Carlton Hills		20	49	49	42	52	48	52	54	54	68	488				5	1	7	5	4	4	2	2	4	34									
Dist Lrng		0	0	8	35	7	32	34	34	0	0	150													0									
<b>CH TOTAL</b>		20	49	57	77	59	80	86	88	54	68	638	632	6	0.9%	5	1	7	5	4	4	2	2	4	34	38	-4	-10.5%	672	669	3			
Carlton Oaks			62	58	78	61	68	83	65	79	90	644				6	7	2	10	2	10	5	4	5	51									
Dist Lrng			17	30	25	25	0	0	0	0	33	130				0	0	0	0	0	2	6	6	6	20									
<b>CO TOTAL</b>			79	88	103	86	68	83	65	79	123	774	774	0	0.0%	8	7	2	10	2	12	11	10	11	71	68	3	4.4%	845	853	-8			
Chet F. Harritt		15	53	62	57	67	52	60	53	51	36	506										3	5	3	11									
Dist Lrng		0	25	23	25	0	0	0	0	33	0	106													0									
<b>CFH TOTAL</b>		15	78	85	82	67	52	60	53	84	36	612	640	-28	-4.4%							3	5	3	11	9	2	22.2%	623	622	1			
Hill Creek		22	70	62	69	74	70	72	49	50	53	591				4	3	6	4	6	1	0	0	0	24									
Dist Lrng		0	0	23	0	0	0	0	0	40	56	119				0	0	0	0	0	0	0	0	0	0	0								
<b>HC TOTAL</b>		22	70	85	69	74	70	72	49	90	109	710	706	4	0.6%	4	3	6	4	6	1	0	0	0	24	24	0	0.0%	734	737	-3			
Pepper Drive			61	55	73	73	82	71	71	110	73	669											1	8	9									
Dist Lrng			25	0	0	25	74	27	0	0	0	151													0									
<b>PD TOTAL</b>			86	55	73	98	156	98	71	110	73	820	894	-74	-8.3%									1	8	9	10	-1	-10.0%	829	838	-9		
Pride Academy		16	71	72	39	53	53	51	51	30	54	490													0									
Dist Lrng												0													0									
<b>PA TOTAL</b>		16	71	72	39	53	53	51	51	30	54	490	560	-70	-12.5%										0	0	0	#DIV/0!	490	490	0			
Rio Seco			86	80	76	80	112	83	96	98	83	794				4	4	3	3	8	6	3	6	9	46									
Dist Lrng			0	0	25	0	0	0	67	0	0	92													0									
<b>RS TOTAL</b>			86	80	101	80	112	83	163	98	83	886	955	-69	-7.2%	4	4	3	3	8	6	3	6	9	46	57	-11	-19.3%	932	933	-1			
Sycamore Canyon		11	49	56	34	55	42	28	28	0	0	301													0									
Dist Lrng		0	0	22	0	25	0	0	0	0	0	47				2	2	2	1	0	0	1	2		10									
<b>SC TOTAL</b>		11	49	78	34	80	42	28	28	0	0	348	376	-28	-7.4%	2	2	2	1	0	0	1	2	0	10	0	10	#DIV/0!	358	357	1			
La Cienega		69	598	563	549	593	619	587	543	571	561	5243				25	19	19	28	30	26	22	20	35	222									
Dist Lrng		0	92	108	110	108	106	99	101	108	89	911				4	4	5	7	5	4	7	8	6	50									
<b>SUBTOTAL</b>		0	89	680	669	659	899	725	887	844	677	6154	6487	-333	-5.1%	0	29	23	24	33	35	30	29	28	41	272	266	6	2.3%	6428	6438	-12		
Alternative School			3	1	5	5	4	5	2	0	0	26	19	6	31.0%																			
Sanlee Success										2	2	2	3	-1	-33.3%											0	0	0	0.0%	2	2	0		
NPS												0	0			0	0	0	0	2	1	4	4	2	13	15	-2	-13.3%	13	13	0			
<b>SUBTOTAL</b>			3	1	5	5	4	5	2	0	2	27	22	5	22.7%	0	0	0	0	0	2	1	4	4	2	13	15	-2	-13.3%	40	40	0		
<b>TOTAL</b>		0	89	683	670	664	704	729	887	846	677	6181	6509	-328	-5.0%	0	29	23	24	33	37	31	33	32	43	285	281	4	1.4%	6466	6478	-12		

\*Thanksgiving Break 11/23-11/27/2020

Please note: Special Ed, PK & EAK 4 yr olds listed below are not reflected in the total count above because they do not receive ADA.

SCHOOL	PK	TK 4yo	EAK 4yo	Total All
Cajon Park			0	943
Carlton Hills			0	672
Chet F Harritt			0	623
Hill Creek			0	734
Prospect Ave			0	490
Sycamore Canyon	71	6	0	435
<b>Total PK/EAK</b>	71	6	0	

<b>Total Enrollment including PK</b>
<b>9543</b>

## **Item D. PUBLIC COMMUNICATION**

*During Public Communication, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.*

Agenda Item D.

## **Item E. CONSENT ITEMS**

*Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no Board discussion of these items prior to the vote unless a member of the Board, staff, or public requests specific items be considered separately. Citizens are invited at this time to address the Board about any item listed under Consent.*

Agenda Item E.

Consent Item E.1.1.  
Prepared by Dr. Kristin Baranski  
December 15, 2020

Approval of Minutes

**BACKGROUND:**

Presented for Board approval –

- November 17, 2020, regular meeting minutes
- November 19, 2020, special meeting minutes
- December 10, 2020, special meeting

**RECOMMENDATION:**

It is recommended that the Board of Education approve the attached minutes with any necessary modifications.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Item E.1.1.

**SANTEE SCHOOL DISTRICT  
REGULAR MEETING  
OF THE BOARD OF EDUCATION**

November 17, 2020  
**MINUTES**

Douglas E. Giles  
Educational Resource Center  
9619 Cuyamaca Street  
Santee, California

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

Due to technical issues, President Burns called the meeting to order at 7:10 p.m.

Members present:

Dustin Burns, President  
Barbara Ryan, Vice President  
Elana Levens-Craig, Clerk  
Dianne El-Hajj, Member  
Ken Fox, Member

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services  
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services  
Lisa Arreola, Executive Assistant and Recording Secretary

**2. District Mission**

President Burns welcomed those in attendance and recited the District Mission.

**3. Pledge of Allegiance**

President Burns led members, staff, and audience, in the Pledge of Allegiance.

**4. Approval of Agenda**

President Burns presented the agenda for approval. Member Fox moved approval.

<i>Motion:</i>	<u>Fox</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Aye</u>
<i>Second:</i>	<u>Ryan</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Levens-Craig</i>	<u>Aye</u>		

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities
- 1.3. Enrollment Report

1.4. COVID-19 Update

Superintendent Baranski explained the District does not have a cumulative Dashboard, but it does report cases through a 14-day period. She noted there were 15 positive student cases. Superintendent Baranski shared there was an additional student case reported today; and noted the removal of a staff and a student case from the Dashboard tomorrow. She explained the fluctuation of numbers was due to staff and/or students returning from and/or going into quarantine due to a positive case.



1.5. School Reopening Update

Superintendent Baranski reported the District was working on the next phase of reopening. She shared the sites are currently working on schedules; and transportation is working on coordinating routes. Superintendent Baranski reported the receipt of the first shipment of plexiglass barriers, which were currently being installed at Rio Seco. The additional outdoor tables had already been received and are awaiting the delivery of the shade structures.

Superintendent Baranski referenced inquires, and concerns, on the County's purple status. She reiterated that schools that have already been open, are allowed to remain open, unless there was a quarantine issue that required school closure due to numerous positive cases. Superintendent Baranski explained that the four-tier, color-coded model, was intended for businesses and not schools, as they each have different criteria. She reiterated that even with the cases previously mentioned, the District has not seen the transmission from the positive cases to a student or staff member on campus. Superintendent Baranski shared understanding everyone's frustration and concerns and noted this is very similar to the situation in August when the District was getting too open.

Member Fox asked Superintendent Baranski is she still felt comfortable with the November 30<sup>th</sup> target date because of the low cases in Santee. Superintendent Baranski explained that Administration has been accessing the situation from a local data standpoint. Santee's cases remain low, at the County-level, and zip code data provided by the County Public Health, still shows Santee in red tier status, not purple. She reiterated the transition data is also considered. Member Fox explained that although he had motioned to approve the "full-day" return of students on November 30, he had some concerns with the increasing cases in the County, even if the Santee cases remained low. He noted some of the students and staff live outside of Santee. Member Fox shared he was questioning the proposed November 30 date, with the upcoming Thanksgiving, Christmas, and New Year's holidays. He shared he would like to recommend not to reopen to a "full-day" until after the holidays in January and asked President Burns on the process. Member Burns explained there were two options for bring the matter forward. If two-thirds of the Board deemed it an emergency and vote to place it on tonight's agenda for action. But explained that as President he had the authority not to proceed in that manner. President Burns explained the need to allow everyone to provide input on the manner. The other option would be to hold a special meeting.

President Burns explained that the item was not on the agenda, and to provide transparency to the community, he would ask that the Board refrain from speaking about the item until the special meeting. If the Board deemed a special meeting was needed.

Member Ryan discussed the agenda posting process and noted a meeting tomorrow would still not allow a significant part of the community and parents the opportunity to provide their perspective. She explained a lot of parents are expecting their child to be at school as the Board had previously indicated; and in all fairness they should be afforded the opportunity to communicate.

President Burns suggested the meeting be held via zoom, if needed, and request public input. Member El-Hajj noted the importance to provide awareness to the community and parents, if the November 30 date is being changed.

Members El-Hajj and Ryan shared that although they would be supporting a special meeting, it did not mean they supported a delay in "full-day" return.

It was moved by Member Levens-Craig to hold a special meeting to discuss the "full-day" return date of November 30. President Burns acknowledged this

situation is very difficult but knows that the Board always looks at what is best for students.

For the record, President Burns shared the vote was to hold the special meeting. Member Ryan inquired on Superintendent Baranski’s recommendation. Superintendent Baranski shared her recommendation was the same as presented at the October 20 meeting, which is the “full-day” return of November 30, based on the local data.

<b>Motion:</b>	<u>Levens-Craig</u>	<b>Burns</b>	<u>Aye</u>	<b>El-Hajj</b>	<u>Aye</u>
<b>Second:</b>	<u>Fox</u>	<b>Ryan</b>	<u>Aye</u>	<b>Fox</b>	<u>Aye</u>
<b>Vote:</b>	<u>5-0</u>	<b>Levens-Craig</b>	<u>Aye</u>		

**2. 2020-21 LCAP Timeline and Process**

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Karl Christensen, Assistant Superintendent of Business Services provide an update on the 2020-21 LCAP Timeline and Process.

Dr. Pierce provided a historical perspective on the LCAP process. She explained the last LCAP was developed in 2019-20. In that year, they were working on a new three-year LCAP; which was eliminated in April/May 2020. In July, Districts were asked to develop a Operations Written Report, by August. She explained the Operations Written Report was to show how the COVID funds were being used to support the schools. The Learning Continuity Plan requires districts to report on distance learning and how the districts plan to serve students in-person, and addressing students’ health and well-being. The Learning Continuity Plan was due in September; and approved by the County in October. The Learning Continuity replaces the LCAP for this year. Dr. Pierce shared the next LCAP was due in July 2021.



**Timeline for State Requirements**



Mr. Christensen highlighted some important dates of the following timeline. President Burns expressed his gratitude towards Dr. Pierce and Mr. Christensen for their work with the LCAP over the years. He shared our plan is looked at as a model in the County.

#	Action Step	Venue/Method	Date/Time Period
1	Monitor progress on Learning Continuity Plan Action Steps	Cabinet	On-Going
2	Provide status reports to Board on goals and action steps and obtain direction, as applicable	Board Meeting	Various, depending on scheduling
3	Report to Board on LCAP Development Timeline and Process	Board Meeting	November 17, 2020
4	Review structured questions to use for Student Forums and other stakeholder groups	Cabinet	November 18, 2020
5	Notify Principals to conduct Student Forums for stakeholder feedback	Cabinet	November 19, 2020
6	Input Local Data for California Dashboard	Bonner	<i>Suspended for 2020-21 School Year</i>
7	LCFF California Dashboard released	Cabinet	<i>Suspended for 2020-21 School Year</i>
8	Complete Initial Needs Assessment	Ed Services	December 18, 2020
9	Review data, complete Needs Assessment and determine most significant areas of need	Cabinet	January 13, 2021
10	Deadline to consult with students (stakeholder feedback)	Student Forums and/or Surveys at School Sites	January 29, 2021
11	Complete Executive Summary of LCAP Progress and Data	Cabinet	February 3, 2021
12	Board Budget Workshop and update on needs assessment	Workshop	February 16, 2021
13	Send Executive Summary to STA in preparation for consultation	Karl	February 18, 2021
14	Provide status report to STA and consult on annual LCAP	EERC Meeting	February 22, 2021
15	Send Executive Summary to CSEA in preparation for consultation	Karl	March 4, 2021
16	Provide status report to CSEA and consult on annual LCAP	Scheduled Meeting	March 8, 2021
17	Provide status report to parents, community members and Administrators and obtain stakeholder feedback	LCAP Annual Review	March 11, 2021
18	Provide status report to DAC and obtain stakeholder feedback		
19	Obtain Board direction on potential updates to LCAP	Board Meeting	March 16, 2021
20	Provide status report to DELAC and obtain stakeholder feedback	DELAC Meeting	March 19, 2021
21	Provide status report to BAC and obtain stakeholder feedback	BAC Meeting	March 25, 2021
22	Create initial draft of LCAP Annual Update	Cabinet	April 21, 2021
23	Discuss LCAP Annual Update draft with Board	Board Meeting	May 4, 2021
24	Obtain parent/staff public comment on draft	DAC Meeting(s)	May 13, 2021
25	Inform public of opportunity to provide input and comments	Post on District and school websites	May 17, 2021
26	Obtain parent/staff public comment on draft	DELAC Meeting(s)	May 21, 2021
27	Post Notice of Public Hearing	Notice Posting Process	May 28, 2021
28	Respond in writing to comments generated by DAC and DELAC	Written responses to DAC and DELAC	May 31, 2021
29	Conduct Public Hearing	Board Meeting	June 1, 2021
30	Adopt LCAP and District Budget	Board Meeting	June 15, 2021

**C. PUBLIC COMMUNICATION**

President Burns explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were one hundred and six (106) comments from the public.

ID	First Name and Last Name	Representing	Public Comment(s)
1	Elizabeth Tosspon	Concerned Santee Parents	I am writing to you today as a concerned Santee parent. I have two children currently enrolled at Rio Seco School, a kindergartner and a third grade student. I have been very impressed this year with how well the Santee school district has handled students' education during the pandemic, especially in the virtual learning and hybrid learning phases. My children are thriving on their hybrid schedules, despite the discomfort of wearing masks and managing hours of learning without the free play and physical education that are so necessary for young, growing bodies and minds. Enduring these strict safety protocols and rules have been worth it to keep students and staff safe. I've also seen a great benefit in the additional teacher attention they receive in the short classroom hours, given that class sizes are currently so small. That being said, I am concerned about your decision to forge ahead with a full-day schedule at this point in time. San Diego County, as you know, was recently moved into the purple tier and it seems that Covid cases will only continue to grow as we move into the holidays and colder months. Given the great success thus far with the hybrid schedule, it is bewildering to me that our district would choose to put all of its students and staff at greater risk during this period of time by filling up classrooms to capacity and keeping cohorts together for 6 hours of daily exposure. For my family and many others I have spoken to, we would prefer to continue with the highly successful hybrid schedule through the winter and flu season months, delaying a full scale return until we see a significant reduction of Covid cases throughout the county. In addition, the long day will be very burdensome to the students and staff given the strict protocols that will remain in effect to keep everyone safe. For my five year old, and for my autistic third grader, six hours in a mask without any true recess or PE to alleviate an unusually strict and harsh learning environment is a lot to ask. I understand that it may be too late to change course at this point in time. But please know that if the school board were to decide to continue with a hybrid schedule due to the alarming increasing spread of the pandemic in our county, my family would be very happy with that decision.
2	Karen Smith	My child and the Santee Community	I am concerned and disappointed in the board's decision to combine AM/PM cohorts beginning Nov 30 and extending the school day. County COVID cases are on the rise and the board is planning to increase the risk of infection at school between two major holidays. During both Thanksgiving and Winter Break there is a higher risk that families may ignore public health precautions and meet in extended family groups. By combining cohorts at this time, the Santee School Board would be doubling the risk of SARS-CoV-2 infection for our children. This is either an irresponsible or an ignorance decision, and I hope the Board will reconsider putting our community at risk in this way.
3	Kimberley webber	Sycamore Canyon parents	Thank you for opening school full-time, our school is ready, our principal is amazing just showing my support for supporting my child's mental health, its my job to teach her to be safe, by taking all the safety procedures seriously and applying them, thank you again
4	Ashley Gravette	Parents	I urge you to reconsider opening school with full classrooms so quickly. It is crazy to be moving forward with this plan while SD is moving backward in numbers of cases. Why is Santee so willing to put the lives of our children & staff at risk?
5	Brenden Darsey		Hello, I just wanted to voice my frustrations about the schools being fully reopened. There is a significant outbreak in our country and this will put kids, teachers, and their families lives in danger. This also impacts the entire community as the teachers, kids, and their families use the same stores, restaurants, gas stations, etc. as everyone. Please reconsider full reopening the schools until at least, after the New Year. With holiday gatherings, this will only get worse and asking teachers and children to be exposed to one another at this point seems downright irresponsible. Thank you.
6	Thomas Collier	Concerned parents of Santee	"Please reconsider going full-time on November 30th. None of the families in your school district should have to see loved ones die because some members of the community have run out of patience." "I write to express my concern regarding returning to full in-person learning when COVID cases are increasing quickly." "The timing of the return is especially troubling given that many people will bring together households and travel for the holiday, prior to the planned return date." "We all want the restrictions from this pandemic to go away, but we should err on the side of patience and caution to protect our children, the school staff, and our vulnerable family

members who greet the students when they come home.” “With the return of cold and flu season children will be required to miss school for any symptoms and then not return for 14 days post symptoms or when they receive a negative COVID test. If they are lucky enough to have access to a test.” “The SARS-CoV-2 virus is an airborne pathogen, these 24 inch plexiglass dividers are a pointless placebo.” “I have heard from several teachers who are scared to move forward with the full-time attendance plan, as well as many other parents who feel that the school district should acknowledge the increased danger to our children and the staff, and push out the expansion plans until a later date, or until a time when our infection rates are decreasing.” “With COVID cases rising around our nation, state and county, I am skeptical we wouldn't see an outbreak in our own schools with double the occupancy for a full school day per classroom.” “As a parent I am concerned not only for my family's health, but our teachers, students and our community.” “The state of CA and our county are both seeing continuing increases in COVID-19 infections and deaths, and it seems dangerously negligent to continue moving forward with an expansion of student attendance, when all of the scientific and health communities are recommending that we scale back in-person and indoor gatherings.” “Moving forward does not seem like a measured approach.” “Although the district can check the boxes on the state back-to-school guidelines, that does not mean full time is the right decision at this time.” “How can we loosen restrictions at school and allow 28 children in a classroom while our community is tightening restrictions?” “I am aware that even our School Board meetings are no longer open to the general public because they are "unsafe" at this time. ... I really feel it's too soon with holidays approaching, lending to more social gatherings that could spread the disease.” “I do want to express my concern regarding moving forward with the full time school reopening come November 30th. Though I am looking forward to when my sons can go back to school full time, it shouldn't happen at the expense of student and staff health.” “I truly believe that the reason why Santee is not going through what Poway or other districts who had to close their schools again is due to the hybrid model of small cohorts and diligence of school staff to keep everyone safe. “ “As the county starts to close down again due to being in the Purple Tier, and as the cold and the flu season begin, I do not see how scientifically it makes sense to invite all students back for full time sessions on the 30th.” “With the county in Purple, and Santee's percentile going up from 3% to 5% ( 2.2% increase), there is more risk of COVID for everyone. Thankfully I have a good health insurance where I can go get a COVID test and get a fast result back. I know it is not the same for all families, which will lead to students missing school for at least 10 days.”

7	Thomas Collier	Concerned Parents of Santee	<p>Hello, I am yet another concerned parent writing to implore you to reconsider the November 30th rejoining of the AM and PM cohorts. We have all worked so hard and sacrificed so much to get to a point where our children could return to school safely in the current hybrid model. On 11/11/2020 San Diego County recorded 620 new cases of COVID-19. The highest single day number recorded since the beginning of the pandemic. It is reckless and irresponsible to continue forth with a plan that, when implemented, promised we would only move to the next phase if it was safe to proceed. According to the CDC guidelines we will be putting everyone at a higher risk if we eliminate cohorts and bring all of the all students back together for full time in-class instruction. With our current model we are already at an elevated risk or the “medium risk”. Moving to full in person instruction will put us at the second highest risk level at best. Information regarding my child’s classroom, beginning November 30th:  *Currently we will have 29 people in the classroom daily; 28 students and the teacher. Desks will be spaced approximately 20-24 inches apart from side to side, and about 36 inches from front to back. An L-shaped plexi-glass divider will be installed on each desk, wrapping from the front down the left side. Completing written work will be difficult for left-handed students. The dividers will rise up approximately 24 inches from the top of the desk. There will be one 15 minute fresh air break each day. One 30 minute lunch. Lunch will be taking place in the lunch area with 6 students at each table. They are to remain seated the entire time, unless they need to use the restroom or throw something away. There will be no recess or playground access to “play”. Attempted fresh air break in the afternoon, if possible. Students are able to use the restroom whenever they need to. I have heard multiple times from school administration how important they are taking the social / emotional health and well-being of our children of</p>
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			<p>the utmost importance. The return to full instruction conditions sound more like the guidelines for a detention facility than a children's primary school. Not only are the conditions untenable, they are inadequate to keep our children and community safe. I have spoken to and read many communications from concerned parents. Here are a few of their concerns. The rest are in my first post: "Maslow's Hierarchy of Needs has Physiological and Safety as the foundation of everything else. You have provided as such, even into the next tier of Belongingness and Love. By rushing the re-opening at such an inopportune time, we are reversing what we have been able to achieve. Which is a SAFE environment where students can feel connected and learn. I ask that we keep our hybrid model at least until the end of Christmas break, then reevaluate, in order to reduce the amount of exposure (COVID, cold, flu), in order to keep both teachers/staff and students safe and healthy and in school." "How can you justify going to full in person learning, forcing parents and teachers to come together against their will and better judgment, at the schools when your own school board meetings are not held in person because it is unsafe to bring people together. How many lives lost will you be responsible for? How does that weigh on your conscience?"</p>
8	Joan McKeon	My 3rd grader	<p>I was very disappointed with the superintendent's message that you are still moving forward with full time in 11/30. With the increased cases in San Diego County, now is not the time to increase attendance. I know 3 people this past week who have tested positive and I fear others who are but haven't been tested. If we try to force full time too soon, I fear we will end up having to close the schools down completely and we will be back to square one. Please wait the extra 3 weeks and start full time in January. Ideally you would wait 2 weeks into January to account for those that might travel and/or assemble over the holidays.</p>
9	Helen Rosati	Santee School District Teacher	<p>Dear Members of the Board, As a teacher in the district, I am concerned that going back full time on November 30th is not in the best interests, medically and emotionally, of our students and staff. I am concerned about the instability of what may happen when we go to full class size. When a positive case occurs in a classroom, the whole classroom is shutdown. These shutdowns are not only emotionally distressing for students and teachers, it also disrupts their learning. Our students need as much stability as possible and increasing class capacity will only increase the instances of class shutdowns, thus negatively impacting the "fragile normalcy" we are trying to create. These ascending rates of infections and placement in the most restrictive tier is all but a guarantee of more positive cases, and more back and forth disruptions for students, staff and families. We will be only further contributing to the public health risks by gathering even more students indoors, for longer periods of time, more often. I strongly urge you to (1) reconsider the motion and (2) extend the current hybrid model, long enough for the declining infection rate to no longer disrupt or interfere with the educational process. It is only at that point that we should all look to going back to school full time.</p>
10	Rachel Corbin		<p>As a parent I do not support the plan to open to full days on November 30th. Things have worsened and the cases of COVID are higher in San Diego and its counties than ever before. At Carlton Oaks, where my kids attend, there have been numerous positive cases and it's safe to assume after Thanksgiving that it will increase. It doesn't make sense to increase the amount of time kids are in class with increased amount of kids when the situation with the pandemic has worsened. I would be more comfortable continuing the AM/PM schedule till things improve. If you are going to continue with the full day reopening plan, I would like to see an option for home study for the families that are not comfortable. I understand it is currently full, but please open up a option for additional kids. This is just the wrong time to open up more. I would even be ok with going back to virtual learning for a while.</p>
11	Meghann Kemery	Students and staff	<p>Our country is experiencing a huge surge in COVID-19 cases. San Diego itself has been moved into the most restrictive tier due to an increased case rate. And today, American Academy of Pediatrics shares that one million American children have been diagnosed with the coronavirus since the onset of the pandemic. I am a parent to two Santee students, wife to a Santee teacher, and an educator myself. I beg you to reconsider pushing our district into full-class, full-day instruction on November 30. The current hybrid mode of instruction has so many strengths. First, teachers are able to check in with students every day, which not only benefits academics but also promotes social-emotional well-being. Also, classes are split into small cohorts which allows for</p>

			<p>appropriate social distancing. Furthermore, all students are given lunch to take home. This ensures that nutritional needs are being met but also avoids a student dining situation that would require students to be mask-free around one another. I believe the hybrid mode of instruction is working very well, and I believe our district COVID case rate is low because of the above elements. The November 30th shift will remove or diminish the effect of these safety measures and put our students, staff, and their families at unnecessary risk. The idea of plexiglass barriers provides me with little comfort, as air can travel above and around them. There will be more surface touching and bathroom usage without cleaning in between cohorts, which will increase the chance for spread of germs. And there is quite a bit of research out there now that shows “dining out” can contribute to the spread of COVID, which is essentially what we will be asking students to do every day at lunch. This is why restaurants are always impacted when we shift tiers- spread happens too easily when people eat closely together. We also now have evidence of how it may work out for our district- Vista School District just tried to do the same, and it was not a successful run. For the safety of our community, I urge you to keep our district in the hybrid mode, at least until the new year. I know the question “What will be different in January?” is likely to be posed. The answer is, plenty is possible. If we all hunker down, we could get our case rate under control. We also have two very promising vaccines on the horizon. Schools could receive more funding from the incoming administration. Plenty could happen. But what we know right now is that it is not safe to gather long-term in large groups, and that the COVID situation is drastically worse than it was when we first shut down in March. Please push back the full-day reopening to when it is potentially more safe. I would much rather continue to juggle an unconventional schedule and stay safe than potentially experience a holiday season that is punctuated by disease or heartbreak due to this decision. I am appreciative of your time and consideration.</p>
12	Cary Ryan	Third Grade and Kindergarten at Pepper Drive	<p>With San Diego back in the purple tier, I ask that you put a pause on the November 30th full reopen date. I’ve seen that schools that are already open may remain open but I don’t see that they say we can continue to add more children to our campus. With the holidays coming up, no matter how much the CDC says to avoid large gatherings, people will be traveling and visiting family and friends not in their bubble. I know the New Year will not magically see this virus disappear but the winter is only going to make things worse. Why risk our children, teachers and staff when we can actually wait just a little longer to hopefully get over this peak again? What is the rush? I signed my kids up to return back to school because I honestly had faith in the board to make the right decision and not send our kids back before it was too soon. There are still so many unknowns about this virus and how it can affect people long-term. And we won’t know how this virus truly effects children for years to come. Many of us appreciate the schedule you have set up having them go every day rather than two full days like other districts. I believe most parents have figured out this hybrid model and are comfortable staying this way for now. There are many discussions online with parents and teachers who feel you are unnecessarily rushing things. We all hope our concerns and pleas are not falling in deaf ears. What I’m seeing and I hope you are too is that we’d like you to wait to fully reopen at least two weeks after the winter break and if San Diego is out of the purple tier. I implore you to hold another vote to wait for full reopen until after the new year and to not even set a date until after we can see what the winter holds for our community, state and country. Thank you.</p>
13	Tara Meade	Parent	<p>On Monday, San Diego County reported 1,087 new cases and an infection rate of 9%, the highest number of cases ever reported in the county. This number surpassed the old record by over 400 cases. According to Dr. Wilma Wooten, San Diego County’s public health officer, this spike in cases is due to Halloween. With the holidays fast approaching, there are no indicators that cases are subsiding or even plateauing. The CDC is already anticipating a greater increase in cases as families gather for the holidays and celebrations occur. At this point, it would be reckless to increase indoor capacity when all officials are stating the exact opposite: indoor gatherings need to have reduced capacity and reduced exposure time. For the safety of the students, families, and staff the current hybrid model needs to stay in effect until the county is no longer in the most restrictive tier.</p>
14	Haley Shumaker	I write to express my concern regarding returning to full in-person learning at a time when COVID cases are increasing quickly. The timing of the full-day return is also troubling given that it's very likely that	



families will decide to gather with other households, and perhaps even travel, during the Thanksgiving break before returning to school campuses. The Governor and our local health officials are “sounding the alarm” due to the rapidly increasing infection rates that are, worse than the rates of both spring and summer. I know that the hybrid schedule is a significant amount of work for teachers but it does work well by keeping student groups small. Airborne respiratory illnesses will spread more rapidly in a classroom with more kids in it. This is just the science of the disease. Currently, any COVID cases within the school community have not resulted in an outbreak on campuses. Cases have been effectively isolated because of small student groupings and masking. While the board is concerned about total instructional minutes, and high-impact learning, as a parent I believe our students are already receiving a high-impact education in the hybrid model because of the smaller class sizes and individual attention received. What is not high-impact is students missing 10 days at a time on repeat through the flu season. Of great concern to families, and working parents especially, is the need for extended absence even if a student has a non-COVID illness as we enter flu season. My child, and others, picked up the common cold at school recently. The mild sore throat quickly turned into an absence from school, isolation, a COVID test (it was negative), and then several more days home so he could be cleared to return. This was a very minor cold. We are grateful to have quality healthcare and access to quick PCR testing. However many families do not. Those children are going to miss 2 weeks of school at a time as cold, flu, and COVID infection rates pick up. Please consider the learning loss associated with absences for the common cold and flu as they cycle through classrooms this fall and winter. That is not high impact. That is a significant amount of time to be out of school with minimal distance learning and no live instruction available. This is understandable because teachers are spread too thin to teach in-person and provide live remote instruction. Classroom teachers can't possibly provide meaningful distance learning resources to children on a 10 day absence on repeat for the next several months/ Even if there is no COVID outbreak or spread in classrooms, students will still be absent for extended periods as cold and flu pick up, in addition to COVID-19. Again, this is not high impact. Parents would prefer to have healthy kids and access to the current program that is working well, than to experiment right as we enter the worst surge our county has seen. Please consider delaying the full return until after winter break.

15	Toni Ferris	<p>Businesses in the state are having to shut down or reduce size due to the explosion of new COVID 19 cases, yet schools are being allowed, to INCREASE class sizes! It just does not make any sense to me. I just don't understand the reasoning. WHY PUT OUR CHILDREN AND TEACHERS AT A HIGHER RISK??? FOR WHAT PURPOSE??? We have seen a rise in cases after Memorial Day, after the 4th of July, and now, after Halloween, we are seeing daily higher increases far exceeding those we have seen the beginning of this pandemic! Well over 600 new cases a day lately, with 1,087 cases reported on 11/15, and 833 reported on 11/16! Those are some frightening numbers, and with Thanksgiving and Christmas upon us, I'm sure the numbers will continue to increase as there are a lot of people that will be getting together during these holidays. WHO IN THEIR RIGHT MINDS WOULD DOUBLE CLASS SIZES DURING THIS HUGE OUTBREAK OF INCREASED COVID 19 CASES??? THE NUMBERS ARE SKYROCKETING!!! This is not the time to double the class sizes and double the risk of exposing our children and teachers. It's not worth running the risk of spreading the infection and having to close down the schools completely and returning to full time distance learning. Sincerely, Toni Ferris</p>	
16	Kaitlyn Farr	My Student	<p>As a parent, I would like you to reconsider reopening full time on 11/30 and pushing it back until after the holidays. I feel that given our new purple tier, now IS NOT the time to be ramping up our classroom sizes. I believe that you have found yourselves a grey area and are playing in it. Yes we are an "open" school so we can continue to stay open, BUT I whole heartily believe that our local government would not condone INCREASING class sizes at a time like this. Why in the world are you gambling with our kids because you found a "loop hole". I want my kid back in school full time, I believe that in the long run it is best. I however believe your timing couldn't be more off. PLEASE consider pausing for a moment and rethink this. I would propose looking at the the 3rd week in January, as most students will have had 2 weeks after family gatherings to show any symptoms and be sure they are in the clear before heading back to classrooms.</p>
17	Nicole Eacobellis	<p>Hello, my child and I are so thankful for the hybrid plan and how well it is working. I just recieved information from his teacher about the safety expectations for full day and im so disappointed to read the children have two 15 minute snack/breathing breaks but they're to be seated the whole time. Is that really the expectation? My child will be sedentary for over 5 hours? At least in the hybrid model they can run around for 10 mins but if we cant let children walk around on a break is this really a good idea? Is it really worth it? I know how important children being at school is and while I agree and</p>	



			am so happy my child has this opportunity while so many in San diego don't is there anyway we can find away to let kids play a little? Or wait on full day until we can find a way to do this right. There is no rush. This schedule is great as it is.
18	Nick F	Child	Please do not be so negligent by sending our kids back full time on November 30th. Are you aware that on Thursday last week the American Pediatric Society and Children's Hospital announced the over 1 million American Children have tested positive for COVID-19? Are you aware that last week alone was the highest reported positive cases for children in one week since the pandemic started at 112,000? They are also stating that those numbers are higher, as many parents do not test their children and others are Asymptomatic. You need to stop your plans for a moment and understand that by exposing our children to class sizes that can not properly socially distance is not OK at this juncture. Does it make sense after the holidays? Sure. Family gatherings will be over. At this point by you adding to class sizes, the odds have gone up that my child's class may have to quarantine over the holidays which means no family time together of our own. We are cautious and follow the CDC, but due to your ignorance, you might blow it for us. PUSH BACK THE DATE, please.
19	Renee Burns	Concerned parents and teachers	I am asking the board to reconsider plan to change over to full time re-opening of schools until at least after winter break. San Diego went to purple tier and the number of covid cases keep rising and this is a critical period. Santee schools have done a great job with keeping kids safe so far, however it will be much harder to do if all students are back in the classrooms. I am concerned for the safety of my student and the teachers. There is no need to rush things and compromise safety with these rising numbers. Please let teachers and families get through the next few weeks and evaluate going full time when county is out of purple tier.
20	Diane Cartier	Family	I am writing to you as a grandparent, although I am a retired special educator from Santee. First, I want to congratulate and thank the district for all the safety measures that were put into place when the hybrid model began. Because I am doing contract work at Pepper Drive, I was able to witness all the safety measures, precautions, and love that went into protecting my granddaughter, and all students and staff, as she went back to school. Thanks to Pepper Drive administration, staff, and educators for doing a wonderful job. I do have great concern about going to full-time in school learning when we have been placed in the purple tier and our numbers have never been higher. If the governor does not allow us to have indoor dining where we can socially distance, I don't understand why we are allowed to have anywhere from 24 to 30 students in the classroom where socially distancing is an impossibility. As an educator, a parent, and a grandparent I know how important it is for our students to be in front of their teachers. I know how important it is both socially and emotionally for them to be with friends. I know that nothing can compensate for that wonderful teacher that my grandchild has right now. But I just don't see how we can do it safely. Not right now. Wouldn't it be feasible to wait until after the two major holidays and see where the numbers are then? Wouldn't a little ounce of prevention be worth the four more weeks of hybrid learning? I am not suggesting that we continue the hybrid model for the rest of the year. It isn't what our students need. But we need to re-enter into full-time learning when it is a safer time for all of us. Statistics right now just don't support putting our kids at risk. I know how hard all educators are working under this model and I so appreciate every single one of them. They are truly heroes. They also deserve to be safe. I hope the board will consider postponing full time in seat learning until we are out of the purple tier and things look a little safer. Thank you.
21	Tabitha Hodge	Concerned Parents	With the county going into the purple tier and COVID cases on the rise, businesses around our schools are having to shut down or decrease their indoor capacities. What is the District's reasoning behind moving forward with increasing the classroom sizes to full capacity on 11/30? How will the District ensure the safety of its staff and students at full capacity when the schools are not able to enforce/maintain the AM/PM cohort re-opening guidelines currently in place for half capacity?
22	Christina Rae	Myself and my family	I would like for the Board to really think about continuing the return to full school days from November 30th to January. With the County now in Purple, with daily covid numbers coming in three times higher than just three weeks ago, and what we are seeing in other school districts that have returned to school, it makes more sense to postpone the full return date until January. We are also hearing of a vaccine being ready in the next month or so, that could be between 90% and 94% effective. The first

		part of the Santee re-opening plan with cohorts and split scheduled felt very thought out and safe, this plan for full day care with lunch onsite does not feel well thought out or safe. The idea that the kids return full time right after a week off - when families have shown they do not follow County health orders and we know the number of Covid cases will increase, seems irresponsible. I request that you reconsider the date for returning full time. You now have more information than you did a month ago when you made this decision.
23	Danielle Frahn	Please reconsider the reopening date of 11/30 especially with the current status of San Diego county numbers continuing to grow.
24	Nicole Cavanaugh	I'm begging you to reconsider reopening right after thanksgiving. Do I think something magical is going to happen after the first of the year, NO. But if this is something we are going to have to live with and make our new normal then we need to get past our first cold and flu season. There is going to be a lot of family's gathering and traveling over the next 2 months and I think if we want to have a fighting chance to do this transition right we need to wait until after all of this happens. It's not safe. These kids aren't ready for the constant back and forth. Hybrid is working much better then any of us expected. I know it's hard for family's who work but it's working. Our school has had more cases then any other school. And these last 2 weeks have shown it's just getting worse. I wish the public was listening and following all the rules but they aren't. And the rest of us are getting punished or being forced to take chances we aren't ready to take. These are our children. They are helpless. They don't have a voice. We are their voice. We are lucky enough to be in school part time. We don't need to push it. We don't need to be the only district charging ahead. Pump the breaks. Please. As a family we don't eat at restaurants so the thought of my child recount his mask at school is NOT OK. When it's raining they will all be in a small classroom together, eating, sharing air. This is not keeping them safe. Please listen to the parents and the teachers begging you to reconsider. Please.
25	Ashlyn Wilson	Rio Seco SDC Teachers: Ashlyn Wilson & Brittany Ayers
		After reviewing all the emails and communication about the full-return on November 30th, and the set-up of barriers in classrooms, I feel this communication has been VERY misleading for parents. All the communication sent out by our schools and the district indicates that barriers will be used in ALL classrooms for ALL students. However, Special Education classrooms will NOT be receiving barriers. The response other Special Education staff has gotten when they have inquired about this, is that "we've already been all together and there's less risk." While it is true that we've been in-person with our whole class the longest, that does not mean we are without risk. In fact, I'd argue that students in our SDC programs across the district are some of the most vulnerable population of students, which then puts the multiple staff members in each of these rooms at more risk as well. Bottom line, if the district is not going to provide SDC rooms with these barriers, they need to be VERY CLEAR in their communication with parents. Because right now, the expectation versus reality of what our classroom conditions are, is a big difference! And I feel strongly that ALL our students and staff deserve the same safety precautions and care.
26	Juline Novotny	Dear Santee School Board, I would like to share my thoughts and concerns about the plans to bring all students back for a full-day return beginning November 30th. In my opinion, as a parent of 4 students in this district (grades K, 2, 3, 8), this is not the right timing to do so. I feel that more time should be given to the hybrid system (that is working) instead of rushing to a full-day return which will increase the chances of illness to our staff/students and shutting down our district to in-person learning altogether. I feel with the holidays approaching, entering the regular flu season, and our county moving into the red tier because of a significant increase in covid cases this is not the time to press forward with a full-day return. My understanding of the plan to return to full-day in-person learning is that students will be seated in most cases within 3 feet of each other (sometimes less), from looking at the seating grids in the reopening plan. Even with the added plexiglass this seems to be very close proximity during this heightened time of covid cases on the rise in our county. I am also confused as to why the reopening plan regarding lunches includes students eating in the classroom. Why is it not okay for students to learn without a mask on but they can eat lunch for 20-30 minutes at their desks without a mask on? I understand some classes will be eating outside but, what happens when there is bad/rainy weather? What is the plan for students then? Will there be appropriate supervision for all classrooms to eat indoors? I do not feel it is best for students to wear their masks all day at school and only get to take them off for 2 short 10 minute mask breaks and their lunch break. Students need more time to get up, move, and take a break from their masks. I believe this is a problem because the mask break times are

			<p>coordinated and planned per classroom given the limited amount spaces these breaks can be taken that provides the necessary spacing for social distancing. Prior to covid, students moved around the classroom frequently and were given many breaks to physically move their bodies that are full of energy. This is not possible in the current covid pandemic guideline classroom (especially with doubling students in the classroom). This plan does not appear to provide enough time for children to move around and remove their masks while at school for an extended time. I don't feel this plan will foster the positive learning experience I would like for my children. I know that the studies are showing that children are less likely to have complications from getting covid. In all honesty, I am not fearful of my children getting covid for that reason, however I am very concerned about the consistency and quality of their education. I want to know that appropriate measures and systems are in place that will prevent covid from spreading in the schools so that they can REMAIN OPEN. I want to know that my children's experience at school is one that is both positive and productive. I ask that you look at the quality of the students' education rather than the quantity. Currently students are in classrooms with half the class size. This is huge! Students individually get way more attention, and any learning deficits can best be addressed in this type of environment. I feel that a shorter day is better given this high quality of education our students are able to receive at this time. Doubling the number of students in the classroom for the added minutes of instructional time does not make sense to me. Especially in junior high, students might see their teachers for an additional 15-20 minutes per class. Why increase the chance of case spreading and our schools closing for that short amount of time? It does not seem worth it.</p>
27	Sue Koussa	My daughter attending santee school in Rio Seco	<p>We appreciate the effort taken to send the students back to school safely but going back to a full class the end of November after thanksgiving is not the best and safe choice! Please reconsider going back to full class! There will not be 6 feet apart in between students! Most teachers I talked to are not comfortable with that decision either, why risk the safety and health of our teachers! The AM and PM scheduled is working for now! I can't send my daughter back to online because I was told by the district that there is no room for her and they told me to find other options which was really disappointing to hear that from santee school district! We can't take a chance and try sending the students to full class and then basically trying it! I'm very concerned as the Covid cases are high and just found out that we had a case at my daughters school! Please reconsider that decision for the safety of students and staff! Thank you for cooperation in that matter.</p>
28	Bonnie owen	My child ?	<p>This is bad timing to double the classroom size . Why rush it we can just go back full time after the holidays .</p>
29	Lisa Ra	n/a	<p>Please reconsider opening to full-time school on November 30th. With the increased number of positive cases in San Diego County, it is not a good time to increase the exposure risk to our children. My child is currently in the hybrid model, and I feel that is already risky. If I could move her back to Distance Learning, I would. My child does not like going back to school with the masks and social distancing. I can only imagine her increased unhappiness with the additional parameters. Please do not open full-time on November 30th, and possibly consider going back to Distance Learning.</p>
30	Crystal Chouinard		<p>First, I want to thank you all for doing such a great job of navigating all of this. Nothing about this is easy and I really do appreciate all the work, thought, and care that you put into your work. I was whoever disappointed that you voted to return to full days after the Thanksgiving break. I understand that it is hard to determine when to return full time but as we can clearly see cases go up after holidays. I would support returning to full days in the middle of January when we have had time to recover from the poor choices people make over the holiday season. I understand that having staff and kids wear masks and other protective measures work but during pick-up and drop off those aren't always being followed by parents. If there was more communication, signage, and enforcement of masks I would really appreciate it. More and more studies are coming out showing the importance of everyone wearing a mask, please see this example. <a href="https://msphere.asm.org/content/5/5/e00637-20">https://msphere.asm.org/content/5/5/e00637-20</a> As you continue to move forward with returning to full day schedule please consider increasing the communication, signage, and enforcement of masks to parents. We have to work together as a community to keep everyone safe and high-quality education for our kids. Thank you so much.</p>
31	Krista Rosen	Teacher	<p>I would really like for you to reconsider the full return of school with 100% of our students. At this time cases are rising and we continue to get positive cases at our site. They have been getting more frequent and closer together. Please consider pushing our full return. It is just not safe at this time.</p>
32	Betty Grable	Cajon Park Teacher	<p>I implore you to reconsider this decision to open school to full capacity Nov. 30. It is a irresponsible decision during a pandemic that is now on the up swing. It makes not</p>

			sense that you cannot have an open school board meeting yet you are considering opening schools to full capacity. I cannot go to the district office and pick up a pay check yet schools are opening to full capacity, it makes no sense. Businesses are beginning to close again yet we are expanding our capacity, again it makes no sense. Please think through this logically.
33	Bertha Bobo	My great grandkids who go to school in the district and my granddaughter who is a teacher in the district	I was involved in public education for 35 years. I strongly urge this board to put the health and safety of our children and teachers first. It is completely dangerous and reckless for this board to ask teachers and students to return in person learning during this deadly pandemic. Covid cases are on the rise in San Diego County. Please put our students and teachers first by putting their health first. We should not be returning to full day reopening while San Diego is in the purple tier.
34	Lori Petchauer	Cajon park	We are very concerned that we are the only district going full time Nov 30 and 95% of teachers feel that we are not ready and it may not be safe for our students and staff with the county being in the purple tier.
35	Luke Towne	My self	Why has the District SILENCED the Community's voice? The Zoom platform obviously makes it simple to let the public voice their opinion.. Yet, this elected board relegates public comments to a blog.
36	Elisabeth Butler	Aside from adding more germs to our class with full days, my concern is that the longer days will not necessary increase academic time. Having my Kinder kids in a chair for 5 or more hours is against everything I know about children's development. More seat time= more screen time!	
37	Tracy Fox	Santee Teachers	Again, why the rush? With cases rising all around us - even Santee's numbers are rising - why are we so focused on getting back full time 13 days from now (3 working days)? Two major holidays + a lot of gathering by families and friends = a sharp increase in the spread of the virus. While our students have been terrific in their adherence to our safety measures, yet there have still been cases in our schools that are effecting our classes. I've had kids out for 10 days or more at a time. At points, I have had fewer than 10 students in a cohort. The virus forecast is for it to continue to get worse before it gets better. If you insist on having us back in person, why not continue with the hybrid. As difficult it is to produce (it does feel like a daily stage production), it is working and the students are succeeding. If November 30th can be randomly selected, can't we just as easily select a date in mid-to-late January? Let's take a step back, observe the data and the trends, and revisit a new full-time start up after the new year.
38	Cameron Williams	Teachers (301 who completed a survey)	You may hear that 32% of teachers feel we are prepared for full return of students in 13 days. However, that includes 27% who feel that we are only "somewhat prepared." In other words, among the 300+ teacher who responded to the teacher survey, only 5% believe we are fully prepared for a full return of students in 13 days. Please discuss tonight the idea of waiting until we return from Winter Break. 95% of the adults charged with teaching, supervising, and caring for our students do not think we are ready based on current conditions..
39	Alex Fuentes	Concerned parent.	I am very concerned with the full reopening plan to move forward on 11/30/20. It doesn't make sense to move forward with this plan as we are in the most dangerous tier. If the well being of our students and teachers are truly being heard, please reconsider your plan to fully reopen on 11/30/20.
40	Jim B	Myself and my grandchildren	I am asking that you please reconsider your reopening plan for November 30. The county has reached the purple tier-not the time to allow more people in an indoor setting. Let alone children! Please do what is right for the students, teachers, and community. Thank you for your time.
41	Marissa Johnson	Myself & other Santee Teachers	Please reconsider our full-time return that is scheduled in 13 days. With the governor pulling the emergency brake on reopening yesterday and our county being put back in the purple tier, it is NOT safe for our students to return to school with the increasing cases. Our students cannot maintain 6 feet at their desks, most classes only have 3 feet of distance between desks. Our hybrid model is helping our students with smaller class sizes so please reconsider our full-time reopen. Thank you for your time.
42	Patty Wilber	Staff at HC	My colleagues at Hill Creek and other schools feel strongly that our district's decision to move forward to fully open not in the best interest of our students and community. The state has moved us back into the most restrictive color, where businesses are

			reduced to only 25% capacity and restaurants are take out/eat out only. Why would we contradict this and go to full time? It makes no sense, especially the timing of holidays with family gatherings. Hybrid has been relatively successful, with limited closures in classes, so why change what is working, and working well? It makes no sense. Please reconsider the timing. We ALL want our kids back full time, but only when it is safe for them. Now is not the time! Semester two would be a better choice, as the vaccines are showing success and the timing would be safer.
43	Tori Bryant	My students	I have been a teacher in the Santee School District for 9 year. I am student centered and if anyone knows me, I love my students deeply. They are my family. I am concerned as to why the rest of the county has been placed into the "Purple Tier" of COVID restrictions and we are asking students to come back at 100% capacity. I worry about the student's health as well as the loss of learning that will happen with multiple quarantines as cases begin to rise. I urge you to reconsider your choice to return on November 30th. Our students are thriving at a hybrid model, they are safe, they are being rigorously challenged. I have seen huge academic growth with smaller class sizes. This is working. I respect all that you do for our children. However, please allow the teacher's input, the faces these children see everyday as support behind your decision.
44	Tracy Kull	Teachers and the best interest of the students	<ul style="list-style-type: none"> <li>• I can honestly tell you my students are more engaged for the 2 hours and 45 minutes because we hustle! With only 12 kids in the class, behaviors are down and engagement is up. As a teacher I am able to spend more time with each student with their specific needs. I make sure time is spent wisely on learning and thinking critically.</li> <li>• All students are being heard and monitored closely every day of the week.</li> <li>• It has been proven that smaller class sizes produce higher test scores.</li> <li>• The hybrid model with a smaller class size is similar to RTI groups (response to intervention).</li> <li>• 15 days!!!! That's all there is if we were to wait to come back to school in January. By returning November 30th, this would happen after a major holiday and being in the PURPLE ZONE – this WILL become an issue. Plexiglass barriers are not going to make a difference with an airborne disease. PLEASE - wait until January to have all kids come back to school! Thank you.</li> </ul>
45	Saeja Keehan	The students and Teachers	I am shocked that the board feels that we are ready to return full time. We are in a huge spike in cases in all of San Diego. Santee might only be tipping purple, but coming back full time is NOT what is best for kids. In the hybrid model, I am able to give more attention to my students. We are able to disinfect and monitor all students in this setting. I am very disappointed that the district is once again NOT listening to their teachers and school staff. In middle school kids are nervous and upset about coming back. We have to smile under my mask, and tell them it will be ok, even though we disagree with them coming back full time. We have 27-29 students in our classes and the desks are so close we can hardly walk through them. I wish you would rethink your decision and make a better one. Put the STUDENTS first for once! Please help us keep the kids safe. WE ARE NOT READY TO COME BACK FULL TIME IN 3 WORKING DAY!!!
46	Robin Larson	teachers	I do not understand the rationale for the school board to insist that students return full-time to classrooms by November 30. The hybrid model is effective for educating our students. It is relatively safer than putting all students into closed classrooms and risking mass spreading of the virus. Students are learning and are cared for and are as safe as we can make them.
47	Dennae Lovell	Teachers	As a kindergarten teacher at PRIDE Academy, I wanted to take this time to express my concern over a full day return on November 30th and urge you to consider a new date of January 19th at the next board meeting. I feel the November 30th date was picked without having a chance to process all the good things the AM/PM schedule has been able to offer. Thank you to Mr. Dustin Burns for going out to talk to teachers, students, and families and hearing how great this hybrid system has been working and not picking the November 30th date. I have not heard one parent complaint over the AM/PM schedule but have heard many complaints once the November 30th date was determined for the return. I don't see the need to rush a full day reopening at this time for many reasons. <ul style="list-style-type: none"> <li>• Students are thriving and excited to be at school learning EVERYDAY in the classroom.</li> <li>• Parents have worked out schedules to make this work and now will have to figure it out again.</li> <li>• Potential exposure to COVID 19 during the holiday season while many families will be traveling and meeting with extended family puts students and staff at risk.</li> <li>• The smaller class size makes it so teachers can focus on individual students and the needs they have. This will no longer be the case when we go back to having 24-30 students in class. This schedule has allowed staff the</li> </ul>



			<p>opportunity to be able to work with each student on a more personalized, individual level. • We will never have this opportunity again to have such small groupings of kids to work with. Why rush this when it is such a positive thing to happen during such an awful time? • January 19th will be 15 days after the holiday break where students may be exposed to show symptoms, so only an AM or PM cohort would need to quarantine, rather than the whole class. Again, I hope you will take the January date and put it up for a vote at the next board meeting because a delayed full opening is in the best interests of students and staff. Thank you, Dennae Lovell Kindergarten Teacher PRIDE Academy</p>
48	Katie Fossing	Santee Teachers	<p>Board Members, Please hear our collective teacher voice tonight! We are NOT in favor of returning full time. Trust the teachers! Please take time tonight to have a thoughtful discussion during the Board meeting. Thanks to our dedicated teachers and staff, the hybrid model IS working fine for now. Some students are actually thriving in a smaller class environment! We are all in uncharted territory in life right now! But jumping in full time with this reopen to just see what happens seems like the wrong decision. Please give this decision more thought!</p>
49	Jean Brittain	Gavin Brittain	<p>Hello Everyone, I am truly disappointed that the district is going forward with reopening the school fully on Nov. 30th. After hearing Barbara's comments at the last meeting I spoke with the VP of Operations at Rady Children's Hospital and she was surprised our district was opening full time and offered to hold a town hall meeting for our district. Opening full time is a great risk at this time. As Karl described in July, Is the risk worth the happiness of the students? At this point with the hybrid model I feel that we are fulfilling the happiness on that scale and why would we increase the risk to teachers and students lives. It not safe at this time with our state and county at the highest positive Covid cases. I really hope that as a whole the district will think about it's plan to reopen fully and wait until the holidays are over to reassess. Keep our staff and children safe from this pandemic. Also you should consider an option plan for distance learning teachers to keep them safe. Give them an option to work from home!</p>
50	Andrea Gadd		<p>Our district is not prepared for a full reopening in 13 days! With going into the purple tier, we need to take more precautions instead of adding more students into a classroom and losing our social distancing abilities. My classroom spacing is going from 6ft between students to 2.5 fr between students at a time when we should be maximizing our spacing. Please reconsider our full reopening at this time as we are not only lessening our space but also do not have the full staffing needed to accommodate our full return.</p>
51	Andie Reyes-Purpero	Love Reyes-Purpero	<p>Given the current Covid numbers and order from the Governor for schools that are not open cannot re-open, I feel like this applies to Santee opening classrooms with double the students. We should not be using loop holes to progress. I think it is incredibly irresponsible to have our kids go back to full classrooms at this point. I suggest you revisit this at least 14 days after the Holiday Break to allow the community time to assess their health after Holiday travel. Listen to your teachers as Lakeside, Grossmont, and San Diego unified have done. You should follow their example and not be a crusader to reopen just to reopen. If you think that there are kids who depend on school for safety and food... reach out to them personally for assistance. We know who these students are all you have to do is ask and do the leg work to personally help them. Some of the schools that opened fully are closed now including Vista, some of Cajon Valley, Bishops Private School. Our primary care doctor was shocked that we are in school 5 days a week as it is! More people in this country have died of Covid then in Afganistan, Vietnam, the Gulf War - 20 9/11s - Statistics don't lie.... My child lives with older grandparents in both houses! Keep our family safe &amp; keep our teachers safe! Francis Parker just requested the teachers to return and a petition was created and teachers protested... Administration changed their mind and saw the light. It effects too many people.</p>
52	Laurie Rush	Teachers	<p>I would like to address the board about the up coming reopening. I have been part of this district for over 30 years and this is the first time that I feel you as a board have put my life in danger. With the Covid positive rates rapidly increasing this is extremely dangerous for staff and students. I ask that you re-evaluate your decision to put us back in the classroom with full classes. We do not have enough staff in place to cover lunches and room to spread out students on rainy days. The fact is we are not ready to do this. I no we (teachers) do not matter to the superintendent or the board, but the</p>

			students should and they are at risk here. Please look at the increase of covid cases and postpone the reopening.
53	Nicole Torres	Teachers and Students	The Hybrid Schedule is working very well. Students are getting targeted instruction and making up for lost time. Schools can not safely handle the full campus arrival and dismissal. Teachers are working longer, harder hours in hybrid and yet the majority of us do not believe the full return is appropriate right now. Please listen to your teachers and administration, we are the people you make this decision for.
54	Debbie Williams	Santee teacher	I understand the difficult decisions you have been making on behalf of the students and families of Santee School District the past several months. I thought you, as a Board, would be interested to hear the positive results of the hybrid model you created. As a second-grade teacher I have appreciated the time on task I am able to provide my students using our current hybrid model. I have been able to focus more attention on my English Language Learner students and to students who need interventions. I have been able to have amazing conversations with students in both co-horts, where every student has the chance to be heard in ways that are just not possible in a class of twenty-four. These have been gifts that will not be as readily available to me, or my students, once we return to full day instruction. In addition to the health concerns of having 25 people in a classroom while San Diego County is in the purple tier and right after a potential super-spreading holiday, I wanted to shed some light on positive outcomes from the current hybrid model. Thank you for your time. Debbie Williams
55	Kim Henderson		I am very worried about having our students to go back to full time instruction in full classrooms on Nov. 30. Our county is in the purple tier with cases rising, and holiday gatherings are certain to increase COVID spread even more. My students are doing well and thriving in this hybrid model. Why would we risk more infection and potentially having to close schools for a mere 3-week instructional period between Thanksgiving and Winter Break? I feel we should wait until January to assess a possible return to full time instruction.
56	Susan Smith	Santee School District Teachers	I feel that it is irresponsible to open Santee schools while we are in the midst of skyrocketing positive COVID cases and businesses throughout the county and state are having to close down or make adjustments to follow health and safety guidelines due to entering the Purple Tier. In addition, our county supervisor and health officials are urging the community to not gather in large groups and to adhere by their recommendations to slow the spread of this virus.
57	Julie Boerman	Teacher	It should be the board policy to postpone the plan for a full reopening on November 30, and stay in the current hybrid model. Due to the current level of the pandemic spread, it is not safe to have up to 30 students in a room at the same time, with insufficient distancing. Plexiglass is not a substitute for distancing.
58	Leslie Wiley	Teachers	I do not feel that November 30th is the right time for our District to bring all students back to full time. As you know, our County is now in the purple level. Things are closing and restrictions are tighter. Bringing students back now, and allowing them to sit in classrooms less than 6 feet apart is not in anyone's best interest. Hybrid is a lot of work, but it seems to be good for students. My students, that all have some type of disability, have been successful in the hybrid model. I think more planning needs to take place and time to make sure we have enough staff for full time. I believe we should put off the reopening until after the new year. Thank you.
59	Mary Hayward	Myself	I am very concerned about returning to school in 13 days with all my students in my classroom. There is not enough space for our students to be socially distanced. With the rise of cases throughout the world, this is not the time to be putting all the students back in classrooms. I recently expressed my concern to another employee and was asked why I didn't choose to do distance learning for the whole year. My response is that I really didn't believe my board would put my life and health at risk. I didn't believe they would be willing to risk the life and health of my family members. I didn't believe they would be willing to risk the life and health of each of my students or of their parents, siblings, grandparents, and other family members. I really expected that the health and well-being of all students and staff would be considered and that they cared about us. I'm sad to say that I was wrong.
60	Love Antonia Reyes Purpero	Keeping School to limited hours.	I speak on behalf of the majority of my class when I say that we don't think returning to school full time is the best idea. Although I understand that we need a proper education, staying safe is much more important. I live with both of my grandparents in both of my homes, and I could easily bring COVID back to them. We are currently in the

			purple zone in California, returning to school for longer hours could easily increase that. You cannot put a second grader in a class for multiple hours straight with no recess or lunch. Staying safe and taking precautions from COVID should be our number #1 priority.
61	Kelcie Orsinelli		To the Santee School District Board Members, with the county entering the purple tier and with the drastic increase in the number of daily COVID cases, it seems reckless to push returning full day with full classrooms in the middle of the flu season. I would like the board to reconsider the November 30th start date for full time instruction. The majority of teachers have found the hybrid model to be very effective for student learning as well as keeping safe guards in place to ensure student and community health. If anything, reconsidering the November 30th start date would give the board members/district time to survey teachers and parents/guardians about their opinions on when returning full time would be appropriate and safe for students. I think this is necessary for student success as these are the most influential adults in their daily lives, and their opinions should be considered. Thank you for your time and consideration.
62	Tai Reyes-Purpero	Love Reyes-Purpero	I do not think it is in the best interest of the children or their parents or guardians for the kids to go back into full classrooms. The current covid numbers are at almost record highs and I think this decision is going to be disastrous and further spread covid and set us back even further to a return to normalcy. I don't understand with all the hard data out right now why the schools would elect to return to full classrooms with just dividers. I would like to also thank the teachers for all their hard work and sacrifice through this, they deserve some hazard pay or compensation for their essential work they have done.
63	Teresa Elliott	Myself	I am concerned that we have just gone into an emergency purple tier in California and only have three days to answer the hundreds of questions we still have about a full reopening. I wonder what happens when a plexiglass shield breaks during the school day? Where to kids line up to get temp checks and answer the health questions when the rains begin? How do we get 30 kids to social distance when we can't seem to get 15 to listen? How are we supposed to hear the kids with more bodies in the room and more obstacles (plexi-glass) in the way? How do we social distance with all the kids coming at once and very few entrances to the school? Will the new air filters be able to keep up in the closed in rooms, upstairs in junior high, with 30 full-time kids in the room? No fresh air source upstairs. What am I supposed to communicate with a parent that has concerns? I strongly feel that the hybrid model is working fairly well and that with other district holding off or restricted this isn't the best time to go back full-time. Why would ANY district choose to stay closed or hybrid if it's NOT what's best for kids and the community? If a full reopening is the best choice, then why aren't others following close behind?
64	Lauretta Reye	My granddaughter and her teachers	Opening full time school at this time would put our students and our teachers at risk, Covid number rising and not getting better any time soon. With the Holidays approaching I do not think they will be safe. There are too many families that will get together at Thanksgiving and Christmas that will expose all of us. Other school districts in the area are not opening up to more hours but going back to virtual school. Others that have stayed virtual and are ahead of our kids. Use some common sense and keep the kids at home. Next year we can start fresh after getting the vaccine.
65	Ramona Lampe	My students, their families, Santee teachers and my family	I'm very concerned about having students begin full class/nearly full time sessions as the county has now entered the purple tier. Cases are expanding and many through family and small group contacts as reported by multiple news organizations. With Thanksgiving and Christmas at hand, many families are getting together; some with family from out-of-state or out-of-county which have even higher rates. This could cause a greater expansion of COVID cases. To open full-time right before these major family holidays seems unnecessarily risky. I know most county districts are waiting until after the holidays to reopen which seems like a wise decision. I hope you will consider the health and safety of Santee children, their families, and staff members and postpone the reopening.
66	Amanda Boen	Parents, Teachers and Students	I feel that opening to full-capacity while we are in the purple tier is irresponsible and unnecessary. I don't believe that we are prepared, as the plexi-glass barriers are no match for an air-borne virus, and my desks are AT MAX 30-35 inches apart. I feel that, as a parent, I haven't been adequately informed nor has the district been as transparent as they could be about the re-opening conditions. I beg you to reconsider



		<p>this plan, and at least postpone until mid or late January (although late Spring would be ideal). The hybrid model is working, we are able to provide more individualized instruction and give more one on one time to the students. Thank you for your consideration in this matter.</p>
67	Haley Cydell	<p>Board members, I ask you, from the bottom of my heart, to re-evaluate the plan to open to full-time on November 30th. I cannot speak for ALL teachers, but I can speak for myself and as a teacher, a mother, a daughter, a wife and a concerned human being, I feel we are putting too many at-risk by fully reopening on November 30th. With COVID numbers reaching an all time high, we are putting students, teachers and staff health at risk. By placing some 28 students into classrooms with windows that do not open and spaces much smaller than 6 feet between students, we are putting the children (who we promise to keep safe) in danger. Teachers and staff are at danger. Teachers are RETIRING when they DO NOT want to, in order to keep their safety in mind. It is truly baffling that we are still even discussing a full class/ full time plan. Not only are students going to be unsafe, but they are not going to be receiving the highest quality of education that we promise. HOW am I supposed to reach the students that need one-on-one support from me, when I can't even pull small groups? I am asking you to PLEASE push back the full time reopening plan until our state and country are in a better place. Half day is WORKING. Why change it?</p>
68	Jennifer Eaton	<p>Dear Dr. Baranski and Santee School Board, I am writing regarding my concern with the students returning to school full time. I am a parent of 3 students at Hill Creek and an educator too. While I understand the desire to have students return full time, is it really necessary at this particular time? Why the rush to return all students to school? Why does Santee School District feel the need to be a "pioneer" in returning to school when no other district in the area is rushing to return to full time? Some school districts haven't even had students return to campus at all yet. Everyone has settled into the new hybrid schedule, so why interrupt it now when the COVID numbers are soaring, flu season is right around the corner, and we have winter break in just a few short weeks? How does returning the students full time benefit anyone? I have to be honest, I really like the hybrid model and so do my children. They are getting so much more attention in the smaller class setting and they are thriving. I feel that they are learning plenty and not really missing out on much. Students will be on campus for an extra 2 hours and 55 minutes which will include lunch and recess. So my question is, what do the students gain from being on campus during these extra 3 hours that they aren't already getting with their asynchronous work at home? It's not like they can physically interact with each other during recess/lunch or during P.E., so I do not see a benefit there. The hybrid model is good for right now, so you should consider keeping it for a while longer. Will this be a good environment for learning? I am not thrilled about the safety measures that are being put in place to "socially distance" the children. To place "plexiglass" dividers between desks does not seem like a great setting for learning to take place. I know children can adapt quickly, but they are also fragile. Having to be divided in this way does not feel like school, it seems like a prison or a zoo. So again, why not keep the hybrid model for a while longer? Attendance and illness with increased population density. With the upcoming flu season are we going to need to keep our students home every time they have a sniffle? Where do we draw the line between allergies, colds, flu, and COVID? If my student has the sniffles or just feels a little sick one day and I keep him home to protect others (in case he has COVID) am I going to need to have him COVID tested in order to send him back every single time? Wouldn't you agree that doubling the school population will cause students to spread germs more quickly, especially in the 3 weeks before winter break? How many absences and COVID tests do you think will occur during that time? What about the adults in the students' lives? I understand that children do not seem to suffer the more extreme symptoms of COVID-19, but they do live with or have people who care for them that are susceptible to these more extreme symptoms if the student infects them with COVID-19. And with a higher density of students, the possibility of COVID-19 cases in the school is very likely to increase which can expand to the teachers, adults, and elderly who care for them. In closing, I would like to stress my disappointment with the Santee School District and School Board for making such a hasty decision to send all students back to school so soon. If you could explain to me the benefits of having all students return on November 30th, and not some later date, I am willing to listen. Please also explain to me how you believe these benefits outweigh the risks to the teachers and other adults who work or live in close contact with these children. I think that you should reconsider keeping the hybrid model for a while longer and postpone students full return to campus until a later date.</p>
69	Robin Dawson	<p>Have families been surveyed recently to determine what their wants and needs are? Empathizing strongly with the struggles that working families are currently experiencing, I am highly concerned that the combination of the purple tier status/ full day return will result in the chaos and major loss of learning that was experienced last spring. Are we missing out on a critical opportunity to keep kids safe and offer them truly individualized, rigorous learning in a smaller learning environment by going back full-time too soon?</p>

70	Michelle Johansen	Teachers	Our school, Pepper Dr, has had 2 positive cases in 2 weeks. We are back in the purple tier. Please wait until January to reevaluate coming back to full time.
71	Eduardo Duarte	Given the recent spike in COVID-19 cases I ask for the school session not to return full time on 11/30/20.	
72	Casey Verdugo	Teachers	With three (working) days before Thanksgiving break and 13 days before a full-time return, I do not feel prepared to be responsible for the health and safety of my students. As a teacher who cares deeply for my students, I am very concerned that jumping into full time after the holidays (when San Diego county has returned to the purple tier) will have a negative outcome when hybrid has been very effective. I am pleading with the district to simply start hearing teacher voices this year, to start listening to teacher ideas (we are the ones in this environment making this work the best we can), to have transparency with teachers and families, to set forth clear expectations and provide clear guidelines that are consistent across our Santee schools, to consider statistics and county wide decisions, and to inform teachers of plans ahead of time so that we can feel prepared in caring for our students and keeping them safe.
73	Zach Ninteman	Student - Mason Ninteman	As we approach the holiday week for students, and the planned arrival of full time students back on Nov 30th, I am concerned with the recent escalation into the Purple Tier across the county, as well as the sheer lack of a public plan for a safe reopening from the school district, to trust in a safe reopening of a full school for my son. Many other districts have decided to not to move to full time classes and continue with a hybrid model - or even full time virtual. It is grossly irresponsible to proceed forward with no open public plan of how my son will be safe in a reopening effort with such an increase of the COVID-19 virus in our area. I urge the board to reconsider the plan to open on November 30 and think about the health and safety of our kids, parents & families, teachers and staff, and ultimately - our community - in deciding to reopen the school fully. Thank you.
74	Candace Schmitthenner	Distance Learning	Please give serious consideration to allowing distance learning teachers to teach from home. Many of these teachers chose distance learning so their health would not be compromised. To have them on full campuses increases their risk. Please consider these teachers' safety. Their students are at home and able to learn, so why are these teachers not able to teach from a safe environment? If a distance learning teacher's health becomes compromised, who will teach the class? Is the District even able to provide a substitute teacher for distance learning while it is experiencing a shortage of substitutes for children that are in person? As a parent of two distance learning children, I would hope you would consider the fact that we choose this option in part because of the consistency and safety it provided for our children. If we lose a teacher because they are too sick to teach from home, that consistency will be gone. There are currently 974 students depending on distance learning teachers. Plus, if this group of teachers is not consistently worried about their health, they will be more productive teachers. I strongly believe that when you have teachers who feel supported and are happy, you will in return have students who feel supported, happy, and in a position to grow both academically and emotionally. These teachers need the freedom and flexibility to choose where they teach from, and our students need these teachers to remain healthy and safe. Given the spike in cases in San Diego (and throughout California), not to mention positive cases in multiple campuses, there's no reason to force teachers to teach from campus.
75	Karen Butsko	myself	I do not understand why we are returning to a full session of students when our county has entered the Purple Tier. It seems dangerous and irresponsible. Also, this virus is airborne which means we should have an air filtration system in place rather than just plexiglass. Please reconsider and reevaluate fully opening until January.
76	Tracy Meza	Teachers	I am extremely concerned with the Board's decision to a full classroom return in 13 days. Our community has tightened restrictions with our current purple tier designation. It makes zero sense to pack 30 children into a classroom at this time. We are asking for school and district shutdowns due to outbreaks. What we are doing now IS working and IS safe.
77	Gilly Ryan	myself	Dear Board Members, As we are rapidly approaching the November 30th date for full return of students, just 13 days away, I have many concerns. When the date was set, just a few weeks ago, we were not in the purple tier. Now we are in purple tier. Gyms, restaurants, and many other businesses are taking extra precautions, going to only outdoor service, or closing completely due to this change in status. Yet, we are still set

			<p>for full return of students - where more students will be in our classrooms than in the hybrid model, and students will be in closer proximity. Yes- there will be plexiglass barriers, but is that as safe as we can be? Right now students are set to eat their lunches outside at tables where they are “distanced as far apart as possible,” but what happens when it rains? When our entire county is pulling back and adding restrictions, I don’t think that we should still be moving forward with double the amount of students in our classrooms and on campuses for an increased amount of time. In addition, we are heading into the busy holiday season. We are set to return right after one of the most popular holidays for family gatherings. Families and friends ARE going to be celebrating and gathering together. We can’t control what people do outside of school. I think that it would be safer to wait until the holidays are over where there will likely be decreased risk of increased cases that would then be coming into our schools, increasing the number of classroom closures. I think the middle of January would be a better time to think about coming back to full classes; it would be less disruptive for students. Thank you for your time and consideration, Gilly Ryan 6th Grade Teacher PRIDE Academy</p>
78	Ashley Monroe		<p>This comment is in response to the school board's continued plan to move forward with opening of Santee schools to full time in person instruction despite San Diego County's movement into the purple tier. I am an ICU nurse (and a mom of multiple children in the Santee School District) that cares for covid patients on a daily basis at work. I'm exceedingly concerned with the school District's refusal to recognize and respond accordingly to the fluidity of this pandemic. I can speak from experience that a major risk for transmission of covid is through close contact while eating. Having children eating at school together is a very risky activity. With the covid numbers escalating quickly and no end in site, I feel it is grossly inappropriate on the District's part to not consider the impact that these choices will have on not only the children and families in your direct care, but also the community you serve as a whole. I am disappointed that my family and children's best interest is not being truly considered. The current system is working, and has not resulted in any school based transmissions. Why not continue with a plan that is working well? Why risk the health and safety of both your staff and students? Why risk an outbreak that completely shuts down schools, and forces a return to complete distance learning? My children are thrilled to be able to come to school each day (as am I), knowing that they are in a relatively safe environment, but still able to learn in a somewhat normal manner. In light of the current covid situation, I ask that you consider the safety of all, and postpone your full-time reopening to a more safe and appropriate time.</p>
79	Charlene Stanley		<p>I am writing to urge you to reconsider the option of staying in hybrid learning as our county/state move to the purple tier and Covid cases rise to levels higher than those experienced earlier. The hybrid plan is allowing teachers to make much needed connections, both academically and emotionally with students. Moving to full re-opening, right after a holiday break when many families will be visiting relatives and while cases nationwide are skyrocketing warrants rethinking of the district’s plan. When new data has presented itself and facts have changed, the responsible thing to do it reconsider best options for students, stakeholders, and the community. Please consider changing the full re-opening date of November 30th to ensure the safety of our schools.</p>
80	Matthew Gravette	Parent	<p>I implore the board to reconsider the idea of our children going back full time on November 30th. This hybrid model works and our schools have remained relatively safe. It seems irresponsible to have our teachers, members of our community, in a room that is ill equipped to handle a full classroom. To rush students back during a period of time when the rest of the country /community is isolating appears to be irresponsible. Santee school district has stayed out of the press because the hybrid model accommodates our children’s needs well keeping them relatively safe. I’m aware of a number of rooms that have had to quarantine as well as members of our staff. I believe because of our reasonable approach towards educating our kids Santee’s educational reputation had faired well. Please don’t embarrass by making this decision and having to go back to virtual learning two weeks later.</p>
81	William Beaubeaux		<p>I am urging you to recognize the importance of keeping our families and students safe! Reopening the schools at this time is dangerous to our public health and welfare. You have a responsibility and obligation to put the safety and well being of the students, teachers and families first. This should be your first priority! I know this is a difficult time and difficult decisions take a strong person. Be that strong person and stand up for the safety and well-being of the children. I trust and pray you will do the right thing and not reopen the schools at this time. Thank you</p>
82	Hailey Bennett	We shouldn’t go back to	<p>It’s a purple code and some things might be more important like staying safe in this pandemic. I also think that people are dying and that there shouldn’t be any more cases</p>

		school full time.	than there already are. If you look at this comment thank you. Hopefully you'll see where I'm coming from.
83	Jay Butsko	Karen Butsko	My wife Karen is a 3rd grade teacher at Pepper Drive. I believe Santee School District has handled Covid crisis admirably with closing and re-opening at appropriate times. Also staggered schedules seems to be working well. However bringing back all students on Nov 30th seems too early and would risk infection to students, teachers, staff and their families during this dangerous Purple Tier period. My place of employment, an architectural company, remains staggered until next year at the earliest when it's safer for all. When we return, there will be an air filtration system in place. Please reconsider opening in November.
84	Chris Stanley	STA	Good Evening, As a veteran teacher with 26 years, I do want all the things that were in place before COVID-19. I want a full day. I want the fishing trips for kids. I want the DJ program. I want the fitness lab being used. I want my students to feel the full experience of what WE have to offer, but I want it to be safe with a completed plan in place for once. Have we hired the necessary substitute teachers to ensure safety? Have they been secured with temporary contracts as other districts are trying to schedule them for when they return? I was little surprised to hear that our Subs did not even get paid to train. Subs had to train on their time and their dime. How does that retain the support we will need to open full time? HR shared at a previous meeting that 2 to 3 new classified employees would be needed for each site to cover this plan. Is it 18 or 27 employees? That is a big difference when looking at the entire district. Have those positions been covered or is there a scramble to add and move people around? I understand Board Members that we need to go back, and I want it just a bad. Messy is not an option. Santee deserves a comprehensive plan for all the employees who have dedicated their lives to the children of Santee, to the children and to the overall community itself. Thank you, Chris Stanley
85	Joseph Kemery		This past week, San Diego was again moved into the most restrictive tier due to an increased case rate. Across the state, we are seeing that no community is immune from a potential spike due to this airborne virus. As we are now breaking 1000+ cases daily in the county, moving to a full classroom during our traditional flu season will remove all of these safety measures and put our students, staff, and their families at unnecessary risk. Please reconsider pushing our district into full-class, full-day instruction on November 30. Our current hybrid model has been effective. Most important to its success are the small cohorts which allows appropriate social distancing. The current hybrid mode of instruction has so many strengths for the safety and learning of students during these difficult times. 2020 has been a trying year, and flexibility and science are what will hopefully bring normalcy. Please push back the full-day reopening to when it is potentially more safe. I propose January 19th as a starting point- this will be two weeks after winter break and will give us enough time to see how the holidays have affected the case rate. It will also give our community an opportunity to slow the current spike we are seeing across San Diego County. Although the hybrid model is more work for teachers, we would gladly accept that to ensure that we can keep our students, staff, and all of our families, safe.
86	Justin Burns	Sebastian Burns	Opening the schools now is premature as we are again in purple and another wave is spreading.
87	Crystal Matushek	1/2 combo teacher	I want what is best for the students in my class. Sitting at a desk for a few hours of instruction is way better than sitting at a desk for a full day with no recess or time to do normal activities that students usually get to do during a non-pandemic school day. For example, once a child completes work during non-pandemic times, they can go work on an activity with other students or go lay on the couch in the classroom and read a book. They are able to get up and move about the room. This isn't possible during covid. (My room literally only has desks in rows now and soon they will have plexiglass shields.) After lunch, kids usually play on the play-structures, dig in the sandbox and play ball games with other children. This isn't allowed or safe. Hybrid has been a wonderful alternative in my class. It's amazing how much academic curriculum I can get through in a short time with a small class and virtually no behavior issues. It is important to mention that each child talks and participates often not only during academic lessons but also during social emotional learning.
88	Dani Beeler	Santee School District / concerned grandparent	To Whom It Concerns: Please consider revisiting the issue of returning to full attendance of our schools post holiday break. With the Covid bloom in full swing across America it only makes sense to limit class sizes until we can get some kind of control of the virus. We have Thanksgiving just around the corner, followed by Christmas. I have

			<p>three grandchildren in the Santee School District. We do know that children are spreaders of Covid-19. It's not viable for me to distance myself from my grandchildren, as I live with one granddaughter part of the week, and she lives with her maternal grandparents the rest of the week. A decision to move to a full time school schedule in the middle of this Covid bloom is dangerous and not in the best interest of our families , nor the best way to protect our teachers and staff. Consistency in how we approach this pandemic is critical to 'best possible outcomes' for the future. We have to do all we can to protect the city of Santee and the people who live here by keeping our infection rates as low as possible for our businesses, keeping people employed and able to make ends meet. Thank you</p>
89	Heather Fuentes		<p>Good evening, I am asking that the board please reconsider fully reopening on November 30. I am worried about the health of my students, myself, and my own children. The county entered the purple tier and this does not seem like a great time to pack kids into a class for 6 hours a day. I love teaching and I WISH that things were "normal" again. But wishing does not make it true...it is too risky to fully reopen right now. As a parent of two kids in the district, I am very concerned. My only options are to send my kids back or find a different district. That choice seems unacceptable to me. I chose in-person learning because I thought the district would only fully reopen when it was safe to do so. The Santee School District is already offering more in-person learning, and we have been able to keep people safe. Please, please reconsider your reopening plan. Thank you for your time.</p>
90	Toni Stout	Teachers	<p>The Hybrid Model is working. More importantly, it is working SAFELY! I am able to distance my students, monitor them closely, and provide the instruction and educational experience that they deserve (given the current circumstances and restrictions). Just because we go back to school full class/full day, it does NOT mean things are back to normal. It is NOT business as usual. Plexiglass between desks, one class spread out over 6 lunch tables to eat without the recess to look forward to afterwards, no small group instruction or knee-to-knee partner talk...just to name a few. It will NOT be normal! But more importantly, is it SAFE for EVERYONE to come back Nov. 30? Flu season, holiday gatherings, numbers rising faster than we have seen as of yet. These are not the conditions we should be bringing students back into. I beg of you...PLEASE LISTEN TO US! The students are learning, they are growing, they are happy to be at school - the Hybrid Model is working under our current state. Do not put OUR health (students, teachers, staff members, and ALL of their families) at risk.</p>
91	Ryan Cline	My 2 daughters who attend Santee School District schools.	<p>Dear Dr. Baranski and Santee School Board, As a parent of two daughters in the Santee School District I feel the need to write and voice my concerns with a full-time reopening. Both of my daughters are not comfortable with a full-time reopening. My daughter in junior high is nervous for all of the students to be together in a small space with no outside air. She also feels she is losing academic time by ending school at noon and having double the students. My other daughter is VERY scared for lunch and the idea of eating with other students when the tables only allow for 4 or less feet distance. I am shocked the district is going forward with the full time reopening when we are back in the purple tier. In the past three days we seen a surge in Covid cases in San Diego county (4%, 9% &amp; 6% respectively). This increase includes cases in Santee as has been apparent in on the school district Covid dashboard (3 cases at one school currently). With a full return the chances of a school closing are going to increase. I am sad that the voices of some parents need to return full time are overpowering the concerns of many parents. Thank you for taking the time to hear my concerns, Ryan Cline</p>
92	Lori Harris	Teachers in Santee	<p>First I would like to personally thank Dustin Burns for taking teachers and staff's concerns about returning on November 30th only 13 days away! We are pleading with you to please reconsider and reevaluate the return of all students on Nov. 30th. We are concerned for our students and our own health which would be jeopardized going from a hybrid model with 400 kids to 900 kids with full return. Now that we are in the purple tier and most districts in SD are not only pushing off full return but reevaluating after the holidays. Santee district is not prepared for this return under the current conditions. Parents have not been surveyed nor informed on what this return will look like for their child . We don't have enough staff to follow the guidelines of the state with social distancing , lunches, cleaning , etc . The hybrid model offers little to no behavior problems , one on one help with struggling students and a program that teaches the basics : reading , writing and math while the kids are focused and alert. Please respect what teachers are pleading for you to do for the safety of the kids and the teachers who</p>



			want to be well enough to teach them .
93	Robin Ninteman	Teachers	We have 3 working days to plan until we reopen fully in our classrooms. Our schools and classrooms are not ready. Parents have not been informed on how our desks/classrooms will not have proper social distancing and that desks will only be 3 feet apart in most classrooms. Parents do not realize students are being asked to sit at a desk now for 6 hours with very little mask and movement breaks. Parents have expressed concern about the reopening plan on November 30th with a tough decision on if they keep their students on campus. They have never been asked their opinion if they really want a full reopening so soon. The am/pm model has been successful for students and still given the teacher time to provide rigorous content. Smaller class sizes are helping with student behavior, increased student participation, and has given the ability for the teacher to help all students every day. Please reconsider waiting until after Christmas break like most other local school districts to make sure it is safe to us to fully reopen.
94	Ashley Gravette	Parents	I was told if I don't feel comfortable taking my kids to school, there is no other option. Distance learning is full and there will be no more packets. Do I truly have no other options?
95	Carrie Trantalis	teacher	I am commenting to express my concerns with our district moving forward with a full reopening on November 30th. I feel that the policy of the district should be that we continue with a hybrid model to keep students and staff safe as COVID cases in our county have surged and our county has been placed on a more restrictive tier. Hybrid has benefitted my students in many ways. They are getting more individualized instruction daily. I am dealing with minimal behavior problems because we have less students at a given time. Students have more opportunity to participate in the lessons. I am able to get through my academic lessons each day and meet with all my students in very small groups (1-4 students) while socially distancing. This is especially beneficial for students who have fallen behind while schools were closed in the spring. I am concerned that with full classes starting right after the Thanksgiving break we will see more cases occur. I am also very concerned with students being confined to their desk all day behind plexiglass. This is very hard for anyone, especially young children. Another concern is the logistics of pulling students for speech and resource services. While in a hybrid model students who require services can meet when they are not in class. Once we are full day, it is going to be much more challenging to provide services for these students. Students are not returning to "normal" school. They are not allowed to play with other children or participate in recess activities. Students are not allowed to work together on projects or activities around the room. I feel that the hybrid model is working considering the current pandemic conditions and I ask that we continue this model. Thank you for your time.
96	Michelle McNearney	Students and Families of Room 13, Teachers, Member of Pride Academy	To Members of the Board: Let me begin by saying that I was appalled at the statement last month that our students are not getting a quality education. Are you kidding? Teachers are working hard! Students are engaging. Where are you getting your information? What data are you referencing? Teachers are doing a great job prioritizing every minute of the learning day because it is clear to us that we have so much to accomplish in a short time. We haven't given up and you should believe in us! You won't hold public meetings, in person trainings, but you feel justified in putting a teacher in a room to manage 25-30 young people, take responsibility for keeping them healthy, and teach them effectively. My concerns for full return are focused primarily on safety. I agree your decision to go back full time is brave. We stand alone in what we offer families, and some people applaud this. However, now is not a time for bravery if it means risking the well being of humans.
97	Erin Enslow	As San Diego enters the purple tier again, I am wondering why the board still is moving forward with bringing all students back in the classroom at the same time. Right now with the smaller class sizes I am able to manage student behaviors and maximize learning while still maintaining a somewhat "normal" classroom feeling. I'm asking that you please keep the AM/PM model so that I can continue to foster a love of learning during the weirdest time of our lives.	
98	Kathryn Pederson	Myself and the families	I am shocked at your decision to have students return full day full classroom prior to the holiday periods of November and December. First, you are placing students in classrooms who are not socially distanced. Bring all students on the campus at the same time crowds hallways, and students tend to clump together. Second your lack of

			willingness to work with teachers as essential workers while you continue to work from home or meet on Zoom sends the message that “we don’t care about teachers.” Last, have you been truly transparent with our families about the reality of their child’s experience while on campus? Why rush? Give it some time , please, before bringing everyone back on campus where socially distancing in the height of the pandemic is questionable.
99	Colleen Peterson	The greater good of all.	I am baffled as to what the rush is to get all students back on campus together. There’s a saying— “If it’s not broken, don’t fix it.” Hybrid is working and it’s working fantastically!! PLEASE, don’t “fix it” by bringing back all students together. Students are back in school, able to socialize with friends, in a routine, and enjoying school again. Most importantly, they are learning more than ever in a smaller class. Why would you want to upset that? You want students happy and learning? Leave things the way they are. You want test scores up? Leave things the way they are. For now, at least. Please.
100	Theresa Dust		Educators have always used data to inform instruction and administrators should as well. The data shows that we are in the purple tier, COVID is widespread and now is not a safe time to return to full day instruction. Now is not the time to pack 28 students into a classroom not large enough to space them 6ft apart. Now is not the time to bring home a deadly virus to Grandma and Grandpa during the holidays. Now is not the time to risk the lives of students, especially those with asthma and other health concerns. Now is not the time to place your dedicated staff in harms way. The community has put their trust in you as elected officials. How can you ignore the danger and proceed? It is time for one of you to stand up and put a stop to this madness. If it's not safe to move from distance to in person learning then it is also not safe to move from hybrid to full day/full class sizes. Anyone who tells you otherwise isn't basing their beliefs on data or science. We do not live in a bubble in Santee. Pepper Drive currently has 3 cases. Please wait to move forward with the next phase...someone's life may rest on this decision.
101	Robyn Sarvis	Concerned Parent and Registered Nurse/Public Health Nurse	Hello. I am a Santee resident, former PRIDE Academy PTA President and Board Member, Registered Nurse/Public Health Nurse and mother of two sons who attended school in the Santee School District. I am respectfully but strongly urging the Santee School District Board to forego allowing students to return to school with full classrooms at this time. My opposition to this is based directly from my work as a Registered Nurse and Public Health Nurse working with Covid patients. Students and staff should be following ALL guidelines set forth by the CDC and WHO with regard to social distancing, wearing masks, hand hygiene, etc. It is impossible to follow these guidelines in a classroom full of students and staff. We are approaching a surge in Covid-19 cases, over and above what we have seen heretofore in this pandemic, here in San Diego and around the country. Not only are the positive cases surging, but so are hospitalizations and deaths. Even though it is true that most students in the elementary school age range will survive the virus, they will almost certainly carry the virus to family members who may/will not fare so well. Additionally, children are NOT immune from this virus and can develop multi system inflammatory syndrome that can cause not only severe damage to organs, but can result in death. This is not alarmist, or exaggerated. I treat patients with Covid on a regular basis and this virus is not something I would wish on anyone. The long-term sequelae are varied, largely unpredictable, and include heart, lung, liver, and kidney damage, as well as blood clots that are leading to cloths in the lungs, or strokes. It is not safe for students and staff to return to the classroom on a full-time or a full-classroom basis. If anything we should be looking at ways to keep our students and staff safe at home while accommodating their educational needs. We can replace learning, we cannot replace people. As the former PTA President at PRIDE Academy I have a good feel for the needs of the students and staff. My professional recommendation and urgent personal request is that you continue to keep everyone as safe as possible by not filling the classrooms, and making distance learning not only an option but a mandate until such time as we have a vaccine for the virus or the rate of infection is well below the surge we are seeing now. Thank you for your time.
102	Heather alex	Hill creek	My entire goal is to come back full time.....as a parent and teacher, but I have reservations about how prepared we are to open this soon. I strongly feel that we should wait until after Christmas break...:I hope you will finally consider listening to us teachers.
103	Laura Barker	Myself-Teacher	I have been teaching in this district for 24 years and I consider it to be an honor. My brother and I went to school in this district and now our boys go to school in the district because we felt that it was the best place for our kids to go to. This district has been a

			family for years. We have had a few disagreements over the years, but we always came back together for our students. No matter what happened I never felt unsafe at my job until now. Everyday I get to ask 30 kids if they are sick or if they been around people who had Covid, all the time hoping the answer is no and that they are not lying. I spend the day hoping that the kids remember the importance of staying 6 feet apart, washing their hands, and wearing a mask. The one thing that concerns me the most is that the district does not have all the employees needed to staff our schools properly. We only have half the number of students on campus and we are not completely staffed. I went to the last Board meeting pretty positive because I felt like that would be addressed before you voted on the reopening. Then I get to see the Board vote to open on November 30 so mindlessly, completely lack in empathy and thought. Like it was a no big deal. If I have to, I will vote for that. You did all of this knowing that we are not completely staffed. Now we are purple again and we are still full steam ahead to open the November 30.
104	Kristen Heresa	Hill Creek	Although I want to be able to come back full time with all my students, I have lots of concerns. Mainly I don't feel like we as a school or district have a strong enough plan. It feels rushed and I don't understand why we need to rush. I'm also concerned about the rise in behaviors when all students return. We have seen very few behavior problems so far. I really think waiting until January would be a better option so that we are more prepared.
105	Larissa Evans	Santee School District Teachers	Please revisit the decision to start full time student return on Nov. 30th. With the rising cases in San Diego County, the holidays, family gatherings, only 13 calendar days and only 3 teacher working days left before the set return, the lack of personnel including the 3 site substitutes that sites are supposed to have, and several other concerns, the district is not ready. The hybrid model is working. Students are learning and getting the individual attention they need at this time. Also, please consider allowing LTDL teachers to work from home in the current environment. Stress never leads to maximum productivity.
106	Lea Hallinan	Teacher	Rushing to increase the number of students in classrooms across the district increases the chances for unnecessary exposure. The district should make the responsible decision to postpone the plan for a full reopening on November 30th. Hybrid schedules are getting students to in person learning safely. The increased severity of the pandemic makes it unsafe to have larger groups of students in a room at the same time without sufficient distancing. Plexiglass in a full classroom is not a substitute for distancing.

#### D. PUBLIC HEARING

##### 1. Recycling of Obsolete Instructional Materials

President Burns opened the public hearing on Recycling of Obsolete Instructional Materials in accordance with Education Code 60510, the Governing Board of the school district may dispose of surplus or undistributed obsolete instructional materials that are usable for educational purposes by donating them to children or adults in the State of California or foreign countries for the purpose of increasing the general literacy of the people. There were no public comments. The public hearing was closed.

#### E. CONSENT ITEMS

President Burns shared comments from the public were requested in advance and there were no public comments on consent items.

##### 1.1. Approval of Minutes

##### 1.2. Establish Date and Time of Board of Education Annual Organizational Meeting

##### 1.3. Approval to Omit the January 5, 2021 Board of Education Meeting from the 2020 Board Meeting Calendar

##### 2.1. Approval/Ratification of Travel Requests

##### 2.2. Approval/Ratification of Expenditure Warrants

##### 2.3. Approval/Ratification of Purchase Orders

##### 2.4. Approval/Ratification of Revolving Cash Report

##### 2.5. Acceptance of Donations, Grants, and Bequests



- 2.6. Approval/Ratification of General Services Agreements
- 2.7. Approval/Ratification of Agreements for Mileage Reimbursement In Lieu of District Transportation
- 2.8. Approval of Agreement with DS&C to Serve as Dissemination Agent for Annual Continuing Disclosure and Debt Transparency Report Requirements Related to Long Term Debt
- 2.9. Adoption of Resolution No. 2021-15 to Establish an Associated Student Body (ASB) Special Revenue Fund
- 3.1. Authorization to Sell/Dispose of Surplus Items
- 4.1. Personnel, Regular
- 4.2. Approval of Clinical Affiliation Agreement between California State University, Fullerton, and Santee School District
- 4.3. Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds
- 4.4. Approval to submit California Community Schools Partnership Program Grant
- 4.5. Memorandum of Understanding with San Diego Youth Services for Bully Prevention

<i>Motion:</i>	<u>El-Hajj</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Aye</u>
<i>Second:</i>	<u>Levens-Craig</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Levens-Craig</i>	<u>Aye</u>		

**F. DISCUSSION AND/OR ACTION ITEMS**

**Superintendent**

**1.1. California School Boards Association (CSBA) Delegate Assembly Call for Nominations**

Superintendent Baranski presented the Region 17 Delegate Assembly Members whose terms expire in 2021. Member Ryan expressed her interest in continuing on Delegate Assembly; and proposed supporting Andrew Hayes, Lakeside Union; Christi Knight, Escondido Union HSD; Dawn Perfect, Ramona Unified School District.

Member Levens-Craig moved to nominate Barbara Ryan; Andrew Hayes, Lakeside Union; Christi Knight, Escondido Union HSD; and Dawn Perfect, Ramona Unified School District. The Board expressed their gratitude towards Member Ryan for her years of representation on Delegate Assembly.

<i>Motion:</i>	<u>Levens-Craig</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Aye</u>
<i>Second:</i>	<u>Fox</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Levens-Craig</i>	<u>Aye</u>		

**1.2. Approval of Amendment to Contract of Employment of Superintendent**

President Burns explained the Board annually evaluates the performance of the Superintendent based on performance objectives established by the Board of Education and the Superintendent, as provided in the Superintendent's contract. Based on the Superintendent's satisfactory evaluation, the Board met in closed session on October 20, 2020 to discuss new contract terms and an increase in the base salary of the Superintendent as noted below:

- The term of the contract is July 1, 2020 – June 30, 2023
- Annual base salary increased to \$210,119

<i>Motion:</i>	<u>Ryan</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Aye</u>
<i>Second:</i>	<u>El-Hajj</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Levens-Craig</i>	<u>Aye</u>		

**G. BOARD POLICIES AND BYLAWS**

President Burns noted item G.1.1. were first reading of Board Bylaws 9010 (Public Statements); 9100 (Organization); and 9110 (Number of Members and Terms of Office); and asked the Board to contact Administration if they had any questions.

**1.1. First Readings of Board Bylaws (BB):**

- **BB 9010 - Public Statements**
- **BB 9100 - Organization**
- **BB 9110 - Number of Members and Terms of Office**

**H. EMPLOYEE ASSOCIATION COMMUNICATION**

Melanie Hirahara, Santee Teachers Association President, shared that because of the lack of being able to provide live comments on the current meeting platform, many teachers feel they are not being heard and would do her best to give them a voice. Mrs. Hirahara shared the following:

STA sent a survey over the weekend and 301 teachers completed the survey. Results showed that only five percent (5%) of those teachers feel the District is completely prepared for the students to return. One of the reasons was the lack of a mock set-up for the barriers in the classrooms. Teachers questioned whether they would be able to hear their students and vice-versa. Will there be enough desk space? What instructional changes will have to be made? How will the barriers be cleaned and will students be able to see through them? She shared concerns with students eating in the classrooms, masks off and only three-feet apart, because tables not would not be arriving in time. This will also be the case during rainy days. Mrs. Hirahara explained this would consist of 28 students in a class, eating lunch, in an enclosed space, for 30 minutes; and noted the recommendation from the public health is to not mix more than three family groups for Thanksgiving. But in Santee classrooms, we would be mixing 28 families every day of the week. She noted that as we move into flu and cold season, many teachers will have to stay home for three days. Substitutes are already a problem and there are days where sites are not covered. IRTs are asked to cover leaving the highest at-risk students without the support they need. Mrs. Hirahara questioned if the full return really is what is best for students. Teachers agree kids need to be in school and noted many wonderful things are happening with the current hybrid model. Such as, individualized instruction and noted behaviors are at a minimum. Going back full time may have students in school for a longer amount of time, but at what price? Students will no longer receive the extra attention they need; are more likely to get sick and then the class must quarantine for two weeks; instead of half the amount of students. Contrary to previous statements, teachers are not opposed to the hybrid model, they wanted to be prepared and be part of creating the plan. Mrs. Hirahara shared they want to work together with the District team instead of being told what the plan is and making it work. She reiterated teachers want this transition done right so the community, staff and students feel safe and prepared for a full return. Mrs. Hirahara noted there are still may unknowns and our District is not ready.

Teachers were also asked if communication to parents has been clear as to what school will be like after the full return and only six (6%) percent thought it was clear. Many parents are reaching out to teachers asking questions that should be answered by the District. Do parents realize students will be expected to sit for the majority of the day? Even when eating outside, they will be sitting, not playing. Students will not be participating in group activities, or partner work, that makes learning fun. Will communication be going forward to give a clear picture of what the new student experience will be. She expressed her gratitude to teachers for making hybrid successful. Mrs. Hirahara shared that along with classified and administration, teachers have adapted to many challenges brought on by the pandemic. Teachers have made the best of the situation and understand the difficulty. She noted they only want to be part of the conversation.

President Burns shared that as his tenure ends as President, he asked that they work together as Presidents, on a common tone of voice. He acknowledged the pandemic has been difficult for everyone and asked that as we move forward, as Presidents, they set a tone to make the best decisions for our students. President Burns shared every staff member is going to work with the best intent to do the best job they possibly can; including the people that sat at the table with him and the participants on zoom. He hopes as we go forward, we can work on that together.

## **I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

Superintendent Baranski noted the District Office closure during Thanksgiving Break.

Member Levens-Craig shared attending a great District Advisory Committee (DAC) meeting; and shared the parent enthusiasm to get involved. She expressed her gratitude towards Cindi Schulze, at Carlton Oaks, for her help with a community service project; and explained the students made beautiful cards for Saving Seniors, St. Paul's, Meals on Wheels, and the UCSD Healthcare workers. Member Levens-Craig expressed her appreciation for everyone's emails; and inquired on the arrival of the lunch tables. Mr. Christensen confirmed all tables had arrived and the Maintenance & Operations staff was in the process of assembling and delivering. She inquired on the last time a parent survey was administered. Superintendent Baranski shared it was early summer for both parents and staff.

Member El-Hajj shared attending the Wellness Committee and Communication Committee meetings. She mentioned that upon attending the Communication Committee meeting, it was evident the Board needed to hear from all parents; and that is why she supported the special meeting. Member El-Hajj shared it was great to hear all the great things that continue to happen in the District; and commended all the sites. Member Levens-Craig shared that at a site, the Principal did a turkey search for teachers. They had to find hidden turkeys throughout campus. She noted the importance of keeping everyone's morale up.

Member Fox shared the Board works very well together, and although they may not always agree, they respect each other's opinions. He noted the only thing they agree with is that they are there for the students. They all want them back in school full-time, but it is just a matter of when that will happen. He shared his respect for everyone and appreciating their opinions.

Member Ryan shared her appreciation of everyone's comments and apologized for not being able to respond to all of them. She acknowledged that not everyone agreed on her vote, and shared that even though they did not agree, she appreciated their comments, suggestions, and interests. Member Ryan reiterated Mr. Fox's remarks that they are there for the students, even if they have a difference of opinion. She asked that the Board discuss the communication to parents of the special meeting.

President Burns shared attending an outstanding Children's Hospital COVID Townhall. He shared there were various Board members and Superintendents attending and stressed his appreciation for the work the staff did to provide them information. President Burns shared he learned that the COVID-19 vaccination would not be available for children under 12 until next year. Member Ryan explained all children are tested at Children's Hospital and have found positive cases, but the children are not showing any symptoms and/or only have minor symptoms with no negative impact. They are not showing illness as the older kids are.

President Burns expressed his gratitude towards the constituents who sent communication. He shared speaking to several people and appreciating the conversations. President Burns shared they acknowledge the difficult position the District is in.

President Burns expressed his gratitude towards Mark Marsman. He shared Mr. Marsman is assisting with facilitating the meeting technology to make sure the meetings are streaming properly.

President Burns congratulated Member El-Hajj and Levens-Craig for their re-election to the Board for another four (4) year-term.

President Burns asked that once a date and time is confirmed for the special meeting that it be communicated that the November 30 date is being reconsidered. He asked that it include a link to the public comments so they can provide their thoughts, if needed. In addition to a recorded message explaining the meeting and opportunity for input; and post the notice on social media outlets. The Board asked that the meeting communication begin as soon as possible.

Member Ryan noted the importance that their decision be final. She explained it is not fair to parents who planned on having their students return on November 30, and made arrangements for daycare, etc. Member Ryan noted it is the Board's responsibility to assure that the students and staff are safe, but that the students are receiving the education they deserve; and noted she would be looking at the test score in April. She explained the students are owed a quality education. Member Ryan noted it may be easier with fewer students but there are also missing a lot of school time. She shared understanding everyone is doing the best they can, but the need for everyone to hold high expectations.

Member Burns wished everyone a Happy Thanksgiving and expressed his gratitude for their patience during the technical difficulties.

**J. CLOSED SESSION**

President Burns announced that the Board would meet in closed session for:

1. **Conference with Legal Counsel – Pending Litigation** (Gov't. Code § 54956.9)  
- OAH Case no. 2020100596
2. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)  
Purpose: *Negotiations*  
Agency Negotiators: *Tim Larson, Assistant Superintendent*  
Employee Organizations: *Santee Teachers Association (STA); and Classified School Employees Association (CSEA)*
3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)  
*Superintendent*

The Board entered closed session at 8:30 p.m.

**K. RECONVENE TO OPEN SESSION**

The Board reconvened to public session at 9:32 p.m. and reported a dispute arose regarding a student's special education program (OAH Case No. 2020100596). It was moved by Member Ryan, seconded by Member Fox to reach a settlement regarding a student's special education program. The agreement involved a release of potential District liability.

<i>Motion:</i> <u>Ryan</u>	<i>Burns</i> <u>Aye</u>	<i>El-Hajj</i> <u>Aye</u>
<i>Second:</i> <u>Fox</u>	<i>Ryan</i> <u>Aye</u>	<i>Fox</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Levens-Craig</i> <u>Aye</u>	

**L. ADJOURNMENT**

With no further business, the regular meeting of November 17, 2020 was adjourned at 9:32 p.m.

\_\_\_\_\_  
Elana Levens-Craig, Clerk

\_\_\_\_\_  
Dr. Kristin Baranski, Secretary

**SANTEE SCHOOL DISTRICT  
SPECIAL MEETING  
OF THE BOARD OF EDUCATION**

November 19, 2020  
**MINUTES**

Douglas E. Giles  
Educational Resource Center  
9619 Cuyamaca Street  
Santee, California

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

President Burns called the meeting to order at 3:17 p.m.

Members present:

- Dustin Burns, President
- Barbara Ryan, Vice President
- Elana Levens-Craig, Clerk
- Dianne El-Hajj, Member
- Ken Fox, Member

Administration present:

- Dr. Kristin Baranski, Superintendent and Secretary to the Board
- Karl Christensen, Assistant Superintendent, Business Services
- Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
- Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
- Lisa Arreola, Executive Assistant and Recording Secretary

**B. PUBLIC COMMUNICATION**

President Burns explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were four hundred seventy-eight (478) comments from the public. President Burns explained copies of the comments were provided to the Board and Superintendent prior the meeting; and posted on the School Board Meetings website for public review. He shared the Board's appreciation for their input and noted their voices were heard.

ID	First Name and Last Name	Representing	Public Comment(s)
1	Anne Coman		Dear Board Members, As I write this, I am sitting here in shock. I can't believe that teachers were just threatened by a board member about test scores. Hearing that threat after the current board president just requested a conversation about tone was the epitome of irony. It was a tone-deaf comment to suggest that teaching is the only thing that impacts test scores. We have students in our district that are suffering greatly due to this pandemic. Some have lost immediate family members; others have family members out of work. Many are scared and confused. These are not problems solved by a longer school day. In fact, a longer school day is frightening for many older kids, and unrealistic for little ones who are expected to sit in a row for 5 hours a day (a completely

			inappropriate developmental expectation). I planned to write in to express the unexpected successes I have experienced with my students in hybrid (hurray) and some of the challenges I am facing with the full reopening, but that plan went out the window with the callous remark about testing, as if that is the only purpose for students to coming to school. I am heartbroken and need time to collect my thoughts to present an honest reflection regarding the current reopening plan and its impact.
2	Alondra Corona	Classified Staff	I am concerned for the safety of the students if the district decides to open up fully. I object to this decision because of how serious the number of cases have spiked up. As a staff and member of the community, I urge to the district to reconsider on the reopening plan and wait until we see a decrease in cases and ensure that we are no longer in the purple tier. Working close contact with students who have family members who have got COVID-19 has made me worried about being in close contact with certain students. Also, currently my uncle is in the hospital due to COVID-19 and I am unsure if he will survive. I hope the district reconsiders this decision for the sake of the children’s health and the staffs as well.
3	Mandy Ramirez		As a parent, I feel that the hybrid return is working well. In this format, we are already seeing multiple COVID cases across campuses, and I don't understand why we would move forward with a full return. As a parent, this puts me in a position of concern for my child's health and well being. I think we should put the focus on the health and safety of your staff and students.
4	ROXANNE SALAZAR-GARCIA		I do not feel comfortable school opening full time with all students knowing the increase of cases in San Diego County. The reason schools have been successful in keeping cases down is because of their current model and I believe it should stay until San Diego cases go down.
5	Rudy Ramirez	Teacher/Parent	Good Afternoon, my name is Rudy Ramirez and I am a Special Education teacher at Pepper Drive. I absolutely love what I do, where I work, and the amazing students and staff. Our school is doing an amazing job during in person hybrid and we are seeing students happily engaging with peers as well as being academically challenged each day. I believe it would be extremely beneficial to wait till at least January to see how the county is doing in regards to being placed in the Purple Tier. Thank you for your time.
6	Jessica Smith	Family	Thank you so much for allowing our kids to return to school safely. You all have done a wonderful job and know that returning full time to school will not only be beneficial to our children’s mental health, but to all families who are wanting to resume a regular life again. Covid 19, per the CDC website has excellent survival rates!! Please keep our kids in school full time and continue you excellent plan!
7	Rafa Lombardino	Concerned parents and teachers	PLEASE reconsider your decision to reopen school starting November 30. Our county is in the purple tier as of now, and the holiday season is coming. We cannot isolate Santee from the rest of the county. Most Santee residents work somewhere else outside the city. We have teachers and staff who live outside Santee. Some people in our schools have crossed state lines since the beginning of the pandemic, thus increasing the risk of community spread. Santee is not a bubble and we have people coming in and out of the city from other parts of the county and state. The decision to combine AM and PM cohorts the very first day after the Thanksgiving Weekend is IRRESPONSIBLE. We have seen and heard from people in the city and in the county who are not taking proper precautions to avoid contracting and spreading COVID-19. Some people in the city, county, state, and country have made it very clear that they do not even believe COVID-19 is real, while others are unconcerned by this health emergency when they say that only 1% of people infected actually get hospitalized—as if it were okay to run the risk of getting sick or making our loved ones sick AND, on top of that, putting health professionals at risk of contracting the disease themselves and exposing them to professional hazards, which also include emotional and mental wellbeing, all the while potentially OVERCROWDING OUR HOSPITALS. Will schools be SCREENING EVERYONE coming in full-time to our schools to know who has made the decision to travel outside the city, county, and state to attend a Thanksgiving gathering? This is the exact behavior that goes against the recommendations that health professionals and the CDC are making for the holidays this year ( <a href="https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays/thanksgiving.html">https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays/thanksgiving.html</a> ) and could cause a significant spike in community spread cases. PLEASE consider leaving AM and PM cohorts as is to minimize the number of students in a classroom at a time and ensure proper social distancing. PLEASE keep the hybrid system to ensure the SAFETY AND

			PROTECTION OF OUR TEACHERS and school staff. PLEASE consider returning to the debate on whether to resume a full-time schedule BY MID-JANUARY ONLY. That way, if people choose to have gatherings for Thanksgiving, Christmas, and New Year's, there will be enough time to ensure social distancing and minimize community spread, because whoever ends up contracting the disease will have shown symptoms and/or no longer be an asymptomatic vector for infection past a 14-day window.
8	Amy Jamieson		I feel returning to full day on November 30th is not a measured approach given current rising COVID numbers and ask the board please postpone full day return until we can re-evaluate where we are as a city, county, state and nation in January 2021. Just because we can check the boxes on the state return to school does not mean it's the best decision at this time. Yes, kids need to be in school, but not safely social distancing will lead to higher risk of transmission. Although kids are not as high of severe illness and health complications, including death; they are known to be super carriers because you cannot tell when they have COVID. COVID cases are rising, Deaths are rising, substantially. Our community and nation are tightening restrictions. How can we send our children back to a full day, no social distancing when everything around us is moving in the opposite direction? Now is the time to consider not only what is best for our children, but also our teachers, family, neighbors, and community.
9	Robert Swathwood	Myself	What we have in place now is working. The schools district has been able to isolate cases and keep it from spreading. With cases rising it doesn't make sense to put more kids into a classroom and risk more exposure. Please delay the full time return until case rates begin to stabilize again. Rushing this and chancing our children's and staffs safety is not the way to go.
10	Tara Flores		I vehemently oppose going back to full time learning on November 30th. The hybrid model has been working and does provide a sense of normalcy and structure for our children while keeping them safer than having them crammed into a room for long hours with no actual playtime.
11	Angela Rivers	Children in 3rd and 5th grades at Rio Seco	These kids need to get back to school full time. The safety precautions that are being and will be made are more than sufficient. Being home is doing more harm than good. Please let them get back to school on 11/30!
12	Alexis Blackwood	Rio seco santee parent	Please do not move forward. The cases are rising across the US and will only get worse as the holidays approach. We must keep our families safe and we must remain limited or move back to distance learning. It is hard on us all but the loss of loved ones, loss of income from death is a greater hardship. Thank you
13	Brian Cohen	2 children attending Santee School District	Delay full-time return to school until 10 days after Winter Break. Returning immediately after Thanksgiving, or any holiday where families congregate together and increase their risk of exposure, is a dangerous decision. We support the rest of your plan to return, but time it wisely.
14	Sharon Dollar		I would like to offer my support and gratitude to everyone for the work that has already been accomplished by returning to school. I would urge you to continue with the plans to reopen full-time as planned for the good of the children and their families. Children remain at such a low risk that further alienating them is not worth it. If they have family members at risk, the onus is on them to self quarantine, not to punish the children. Thank you.
15	Michelle Scott	My Child	The new phase of full time school re-opening should be postponed indefinitely, until Covid numbers have decreased.
16	Ruby Jauregui		If we are having to virtual meetings due to covid then it is not safe to reopen with more children in a class, it puts everyone at a higher risk.
17	Taylor Deering		A vote to move forward with the current reopening plan, with the county in the purple tier and covid cases increasing every day, is a vote against the health and well-being of the children entrusted in the care of the school district. As a parent, I opted to reserve a seat in a classroom for my child because I believed at the time that the district would move forward cautiously and sensibly, following the recommendations of scientific experts and county health officials. Since that time, I have been deeply troubled with the speed at which the district is rushing to reopen the schools. Cases have more than doubled in the time since you last voted on this matter. To return from a long holiday break when students and staff are likely to spend time with members outside of their household is dangerously irresponsible. Please hold off reopening plans until January 2021 and keep the cohort hybrid model for the last three weeks of 2020.
18	Kristin Freitas	students at Carlton Hills	I do not think this is the right time to transition to full day learning. I think the hybrid method has been working well. I would love my kids to go back full time once it is safe. I think transitioning to full days/full capacity right in between major holidays where people will likely be having large family gatherings is not the right time to fill the classrooms. I do not think it is worth putting the teachers and students at risk when the county is back in the purple tier and cases per day are higher than ever. Please listen to your teachers and put these plans on hold until it is safer.

19	Ana espinoza	Student	I feel that we should stay with half day with half the class. We've seen other districts go full time with all kids and they are going to close again. Hopefully we can stay the way we are now so we won't have to go back to virtual.
20	Hanna Winchester	Nixon Winchester -1st grader currently hybrid & FT project safe student	While I know many parents are concerned we cant run from this virus forever. My son has gone to project safe since this whole thing happened. He has been full time since returning after the shut down. He wears a mask ALL day and never complains. He needs this!!!! Project safe is costing so much! Give us a chance! If parents are worried, they can keep their kids home. This isnt fair. I personally know someone who got a fake positive. I dont believe the media. PLEASE LET THE KIDS GO BACK! TY :)
21	Amanda Kelso	community	Covid may not directly affect you by having Covid, but Covid is straining the hospitals and medical resources. I recently had to go to the ER for a condition that has nothing to do with Covid. However, the care and expediency I received care was significantly impacted by the strain the Covid patients were putting on the system. Rather than being admitted into a room, I spent over 24 hours in an ER exam room -between 2 different hospitals-because the hospitals had no space . My point is Covid is not simply about the person who is ill at the time. We are in the purple tier and hospitals are full, doctors appointments are hard to come by because of the Covid cases. And this is my first hand testimony. It is socially irresponsible to combine all students on the campus. Even if a student does not get ill with Covid, what about their families? What about you if you find yourself or a loved one needing medical care, but the system is too overburdened you do not get the care you need in a timely manner? Please consider the larger picture, and do not create an environment where Covid is sure to be spread further straining the medical system.
22	Haley Shumaker	3rd grade student	As a parent, I write to express my concern regarding returning to full in-person learning at a time when COVID cases are increasing quickly. The timing of the full-day return is troubling given that it's very likely that families will decide to gather with other households, and perhaps even travel, during the Thanksgiving break before returning to school campuses. The Governor and our local health officials are "sounding the alarm" due to the rapidly increasing infection rates that are, worse than the rates of both spring and summer. I know that the hybrid schedule is a significant amount of work for teachers but it does work well by keeping student groups small. Airborne respiratory illnesses will spread more rapidly in a classroom with more kids in it. This is just the science of the disease. Currently, any COVID cases within the school community have not resulted in an outbreak on campuses. Cases have been effectively isolated because of small student groupings and masking. While the board is concerned about total instructional minutes, and high-impact learning, as a parent I believe our students are already receiving a high impact education in the hybrid model because of the smaller class sizes and individual attention received. What is not high-impact is students missing 10 days at a time on repeat through the flu season FOR ANY ILLNESS. Of great concern to families, and working parents especially, is the need for extended absence even if a student has a non-COVID illness as we enter flu season. My child, and others, picked up the common cold at school recently. The mild sore throat quickly turned into an absence from school, isolation, a COVID test (it was negative), and then several more days home so he could be cleared to return. This was a very minor cold. We are grateful to have quality healthcare and access to quick pcr testing. However many families do not. Those children are going to miss 2 weeks of school at a time as cold, flu, and COVID infection rates pick up. Please consider the learning loss associated with absences for the common cold and flu as they cycle through classrooms this fall and winter. That is not high impact. That is a significant amount of time to be out of school with minimal distance learning and no live instruction available. This is understandable because teachers are spread too thin to teach in-person and provide live remote instruction. Classroom teachers can't possibly provide meaningful distance learning resources to children for a 10 day absence on repeat for the next several months as colds begin cycling through classrooms. Even if there is no COVID outbreak or spread in classrooms, students will still be absent for extended periods as cold and flu pick up, in addition to COVID-19. Again, this is not high impact. A 10 day absence for any cold, flu, or COVID is going to cause major learning and social-emotional regression when students are missing 10 days of a full school day versus 10 days of a half day hybrid where they receive significant amounts of individual attention. Parents would prefer to have healthy kids and access to the current program that is working well, than to experiment right as we enter the worst surge our county has seen. Please consider



			delaying the full return until after winter break.
23	Crystal Wise	Channing Waller	Please let them go back. The kids need to be back on school full time. This is mentally hurting and affecting our children.
24	Tiffany Larson	Hill Creek - Parent	Please continue with the scheduled plan on Nov 30th. My child needs to be back in school full time for his mental health, socialization and for a better educational experience.
25	Amar Sharma	My daughter is a 4th grader at Carlton Hills and I am VERY concerned for her with the number of cases increasing in San Diego County. When the Governor is mulling over the possibility of imposing a curfew in the state of California then it seems irresponsible to open the schools full time. I think we can continue the hybrid model but I do not think its safe for schools to open full time at the moment.	
26	Lisa Lee	HillCreek	I feel it's not in the best interest of our children and families to proceed with opening our school to full-day. Things have been going well as I've seen it with an additional holiday vacation following in December, we should continue to stay safe and limit contact. There is a vaccine coming available in January possibly sooner, I feel we should wait until we begin the new year before proceeding further with Full school days. Thank you.
27	Landon Scott	My Student	Full Time re-opening of schools should be postponed indefinitely, until Covid numbers decrease.
28	Brianne Rushing	Students at hillcreek	I think the half days are great, I like the reduced class size I think it is the best of both worlds. It seems to be going well. I wouldn't mind full day but my concern is the full normal class sizes again more people in a smaller space and as it gets colder ventilation may become an issue.
29	Jenae Horeth	Garth Horeth	I want the district to still go ahead with opening on the 30th. The children need a full day. Dual income families need the children to attend a full day of school. It's enough already.
30	Lynn Steeves	Mason Steeves - 5th grade - Hillcreek	I would prefer to stay 1/2 days w am/pm sets of classes.
31	Jacy Stauffer	Grayson and Rhys Lindstrom-students at Carlton Hills Elementary	Please consider delaying the current reopening plan set for November 30th. As a full time healthcare provider, I'm concerned that the District is considering still moving forward with a full return to campus plan while covid cases are rising significantly. It is better to keep the current hybrid schedule until cases subside and when we have a vaccine. Thank you for your consideration.
32	Carmen Wormington	Levi Wormington	My son, Levi is in Kindergarten at Sycamore and he is thriving at the moment. He is making excellent progress and I think he is learning almost as much as he would if he were at school for a full day. I believe the smaller student:teacher ratio is helping with this and I don't see the need to combine the two cohorts. I like that he can come home and enjoy lunch and time at the park to play outside. If he is in school full days, I question how much play time he will be able to get and eating alone seems sad. I was all in favor of going back to full school days but the timing seems off, especially since the cases are up again. Maybe we could wait until the new year to see if it's worth going back full days. In the meantime, we are happy with the half days and don't see the need to switch. I realize we are more fortunate than some in that I can stay home with him and don't have to juggle work at the same time. I do feel for parents who are working and trying to take care of their children. Thank you for all that you're doing for our kids. We appreciate all your efforts in keeping us safe!
33	Carmen Daggy	Myself and my student	Hello, I would like to express my concern for the proposed reopening of Carlton Oaks where my child is currently a student. I don't feel as a parent who is higher risk due to an auto immune disorder that it is a wise move. I think we are rushing in for a sense of normalcy, but the other districts in San Diego currently aren't even attending in person learning. I feel better operating at half capacity without having a lunch break at school. Also if we do move ahead for full day/ full capacity, what are the options for the families at higher risk or who just don't feel comfortable at this time for full day max capacity learning??
34	John Doe	Joanne Doe	How does the school handle when a classmate contract Covid-19?
35	Sandra McGee		I feel that we should just wait until after the Hollidays and see how things are. I know how bad we all want our kids back in school but being a nurse I see first hand how much worse things have gotten since Halloween. They are bound to get even more severe with the upcoming Hollidays. As I do care about the children's health, this will be Even worse for teachers staff and their loved ones.

36	Paul Markevicz	My family	I hope you still plan to have my children go back to school full time on 11/30. My kids need to be in school. I work with them every night and I can see how they are not getting the level of education that they need. They have already missed 7 months of school in the most important school years of their lives. It is time they won't get back. School closures are doing more harm than good. Please make the right decision and allow my kids to go back to full time school.
37	Ashlyn Wilson	Santee teachers, my students, and my family	Good afternoon board members, my name is Ashlyn Wilson, I am a Special Education teacher at Rio Seco. Thank you for meeting again to discuss the important topic of reopening our schools full-time in person. As many of my colleagues, parents, and community members have already asked and pleaded, I implore you now to reconsider our full-time return on November 30th. Our schools are not ready. Communication to parents about the full-time return has not been clear, transparent, or consistent, especially for our families of students with special needs. Do these parents know that their student's classroom will not be fitted with the acrylic barriers that is promised to all other classrooms? There was no statement sent to these families indicating that their child would not be receiving these same protections. Where is the equity in that? Other districts (like Poway) refused to open in-person until all their classrooms were set up appropriately and safely for all staff and students, with barriers set up on each table for students and teachers (including barriers for kidney tables designed for small group instruction). Why was this not a priority for us? Special education classrooms run on small group, direct instruction for students. Why did you decide to open school back up for these students but not set up the classrooms with the appropriate precautions and equipment for the type of learning they require? We, special education teachers, teach some of the most vulnerable populations of students, we should have been set up with the necessary equipment FIRST. I understand the legal pressure the district faced to provide services for these students and why you would decide to bring these students back early. But again, did you consider the safety of these students and the staff that works with them? I love my job; I love what I do and the students that I serve. But I also have a family to consider. My father, who lives in Santee, has been battling cancer the last 18 months. He is undergoing treatment during this COVID-19 pandemic and being able to see and spend time with his family is critical to his mental and emotional health and well-being during this time. Since we have returned in-person, I have had to limit my exposure to him and take extra precautions when I do spend time with him, because I have been around 12 other little people all day, as well as the other staff in my classroom, and the rest of the staff at my school. That is a lot of exposure! I know there are other situations like mine across this district, I am not the only one. Maybe even some of you have similar experiences. The decision to return full-time on November 30th feels reckless, irresponsible, and inconsiderate of all the students and staff in your district that are facing medical challenges of any kind. Please, I beg you, do not bring our students back full-time on November 30th. Consider returning after winter break, at least. Let our county and our community get through the holidays, cold and flu season, and most importantly, the purple tier, before making any big decisions like this. We simply are not ready, and it is not in the best interest of students or staff to do so. In addition, when communicating with parents and families, please be CLEAR and transparent about the conditions and quality of school currently and remember that all means ALL. If you say ALL classroom and students will receive certain equipment, that does not exclude students with special needs! Thank you for your time and consideration, Ashlyn Wilson.
38	Christine Berardino	Faith Pepper Drive	Please do not put our students and families at risk. These are scary times. Look at the numbers, this is the time to Slow The Spread.
39	Amanda Grotewiel	Lucy and Layla	With the sick policy being what it is in the district, I feel as though keeping with the AM/PM cohort is a better option. We are in flu/cold season, and any child with symptoms must be out for 10 days. The likelihood of our children catching something (covid or not) is much greater when the population at the school doubles. This is really difficult for parents who aren't able to work from home and care for their children during those 10 required days out. Furthermore, I feel that moving forward with getting more children together, is negligible when we are in the purple tier. There is much more risk for students and their families when more students are together. I feel we should continue with the am/pm cohort until we see a significant decline in cases. Thank you taking my comment into consideration.

40	Anna Jackson	Jacob Jackson	I have had several family friends who have their children in school at Carlton Oaks and they have had close calls. Now being in a purple tier I believe it's going to be even worse. There is a large number of people in this community that are not taking this seriously and I feel like our children and teachers should be top priority. Please wait to open until it is more safe for everyone.
41	Steven Reed	My Child	Please move forward with the plan to reopen fully as our children need their proper education. One positive case doesn't justify moving backward with plans. Let me pose this question, when ONE child tests positive for the flu do we shut down the school and businesses?
42	Wade Cook	Coronavirus is a real danger to public health. There are simple steps we can take to greatly reduce the spread: masking; distancing; washing hands. Bringing all students on campus jeopardizes the "distancing" part of the equation. Especially, now that San Diego County is in the purple most restrictive tier and we do not know when that will end. We should keep our attendance restricted to online and using two cohorts (AM/PM).	
43	Laura Herron	Miranda Herron	Please reopen. Project safe is extremely expensive during hybrid, as are most childcare solutions at this time. You gave us all the option to stay home if we chose to, now it's time to reopen for the vast majority that want and need to go to school that is be back full time in-person. Please don't flip flop on this decision based on state and county covid not reflective of local Santee data. I appreciate all of your preparations for reopening and communication to us parents. Thank you.
44	Jeff Miller		While in-person instruction, especially for younger students, is important, there are real and significant risks associated with combining cohorts in physical proximity and extending the duration they spend indoors together. While our region is experiencing a surge, we are faced with a time where the "next step" seems alarmingly risky... in all of this, with in-person instruction already underway (albeit in a reduced format) the key question is: what is the benefit of this shift that is supposed to make the added risk worthwhile? Insofar as opening schools safely to students in small cohorts is beneficial, and the hidden/unknown costs we pay for closed schools (or of distance learning for elementary school-aged students), I am on board and am in favor of operating with AM/PM cohorts where the group sizes roughly represent the size of groups you have encouraged so far. My apprehension and alarm comes from the fact that students in AM/PM cohorts are not being denied in-person instruction, but that in effectively doubling cohort-sizes and duration at the same time, we are increasing the risk of close-contact exposure (mitigated somewhat, by Plexiglas barriers), but by potentially creating airflow restrictions at the same time as increasing duration of instruction- opening a path to concerns over airborne transmission. To keep schools closed or to force young children into distance-only learning is likely not a suitable answer to the problems we are all faced with, but risking potential closures by facilitating infections spread would defeat the purpose of all the good any of us have done to mitigate risks. The current path (AM/PM Cohorts) seems to appropriately fit the guidance and lessons learned in other countries- small groups, masks, physical distance, and relatively short indoor duration of classes. Transmission in this setting hasn't been a problem, likely because the measures to mitigate it are robust. Ultimately, my concern is that by attempting to do too much too quickly, we tempt factors of biology and probability that open a door to soaring infection rates that force schools to again temporarily close or go remote altogether. (ref: Santee School District; SAFE AT SCHOOL 2020-21 Reopening Plan, 15(c), p. 76) Doubling cohort sizes, increasing classroom density (even with barriers that help mitigate close-contact droplet spread) and opening a new mechanism of infectious spread (by complicating airflow and increasing class durations) increases the ability of a virus to take hold. Given that opportunity, and the nature of viruses to spread exponentially, it doesn't take much imagination to picture a scenario where this move results in closures that undermine all the good that opening schools has done so far. Listed here are links to WHO and CDC acknowledgements of the airborne mechanism of spread. Not wanting to get political with it, I have included both to show the overlap- along with highlighted excerpts for special attention. <a href="https://www.who.int/emergencies/diseases/novel-coronavirus-2019/question-and-answers-hub/q-a-detail/coronavirus-disease-covid-19-how-is-it-transmitted">https://www.who.int/emergencies/diseases/novel-coronavirus-2019/question-and-answers-hub/q-a-detail/coronavirus-disease-covid-19-how-is-it-transmitted</a> <a href="https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html">https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html</a>
45	Mia Volker	Parent	I wish for the board to push back on the reopening till after Christmas Break. With family gatherings in the next couple of weeks, I'm very concerned COVID infections rising which makes me very uncomfortable sending my child to school. Thank you for your consideration.
46	Adriane Bennett		I think the district should move forward to going back to school full time on 11/30/20 as planned. The kids are already in school, moving from part-time to full-time is not going to change things. Everyone is taking the appropriate measures to be safe and stay healthy. There is no bulletproof way to avoid this virus and keeping the kids away from school is having a bad affect on them. Our children are falling behind. They need to be in school full-time to help advance. There will be cases of COVID, but that doesn't mean they are getting it from school. School is number 1 and they should be getting the best education possible by

		having it full-time in person. They need this to not get behind as many have gotten behind. Please support and continue to move forward with the Nov. 30th plan.
47	Sue Koussa	Please consider the safety of the teachers and students, it's too soon for a full day return, the spread of the virus is on the rise and teachers are doing their best to keep the hybrid schedule safe and it's working fine! Please listen to the teachers that are going above and beyond to keep their students safe! They are working hard to keep everyone healthy, we can't put more pressure on them! Thank you! Stay safe!
48	KRISTI FERRER	CARLTON OAKS OUR CHILDREN NEED TO BE IN SCHOOL! THE SAFETY PRECAUTIONS ARE BEING IMPLEMENTED AND WORKING. LET SANTEE BE THE DISTRICT FOR OTHERS TO FOLLOW AND PLEASE STICK WITH THE PLAN!
49	Kevin Nolan	We are alarmed by the covid cases in SD county and do not think it is a good idea to have children stay longer, especially since k-2 are only recommended to wear masks.
50	Ashley Carpenter	Carlton Oaks Hello. I would love to see our school district stay at the hybrid schedule. My two sons have done fantastic with this schedule. We have had low cases and I would hate to see the number of cases rise due to going back full time and then the boys missing out on more school. If it's not broke, please don't fix it. Thank you!
51	J. Ann Roberts	my 2 sons who attend Chet, a Kindergartener & a 2nd grader I support Chet F. Harritt in moving forward to full reopening of the school. Since my kids have been in attendance they have been healthier than ever before in the recorded history of attending school. Less colds and viruses. The teachers are doing a great job at keeping the students safe and sanitizing. The last thing I want to see is the school going backwards or closing down. Education is so important and the social emotional is even more important. Additionally, the continued cohort schedule is extremely difficult as a working parent, and hard on families.
52	Brad Rivers	My children The safeguards currently in place are sufficient to protect our children and all educators and administrators. Continued distance learning or hybrid in-person/distance learning is a bigger risk to our children than the current pandemic.
53	david antico	a parent and my child at Hill creek if we follow the precautions, rules , etc we should still open. we live in SoCal we can use outside to help mitigate. so far we have been doing well and not need to stop the trend. Santee is not in the worse shape as the city or other parts and should re-open.
54	Kevin Hermann	Jackson and Harrison Hermann I vote to keep the hybrid AM/PM cohort schedule. I am concerned that should we fully reopen on Nov 30th there will be a spike in sickness, and I don't want the school to be completely shut back down. I think we should maintain the AM/PM cohort schedule through the end of this semester and re-evaluate a full reopening after the New Year.
55	Peggy Knowlton	Granddaughter and all Santee Students I would like to urge you to continue with the District's original plan of bringing back students for full time, in person, education on November 30th. It seems a travesty that the children who need special one on one help, the IEP students, are basically being forgotten. The hybrid teaching, may be fine for students that do not struggle academically, but for those who do struggle it is a disaster that is putting them at risk. A risk for falling so far behind that it is impossible to catch up, affecting not only their future learning ability, but also because of this, it will affect their self confidence and self esteem drastically. In continuing the current hybrid teaching, you are in essence setting up some students for failure. Please, for the sake of my granddaughter and all the other children, let them return. The district had already made plans for bringing the students back safely during this covid crisis, and I sincerely hope the district stays with this plan. Sincerely, Peggy Knowlton 43 year Santee resident. Children and grandchildren attended and still attend Santee schools.
56	Lauren Cuenca	We want our kids to go back full time. They need their education!
57	Jonny shinabarger	Good afternoon, with children's health and safety at the top of everyone's priority have we considered the mental health and stimulation that students miss out on when they are unable to interact with peers? Additionally as a dual essential working household we have been unable to dedicate time and attention to my two elementary students and they have significantly fallen behind; I assume this is the case for all dual working households. Having to rely on project safe to ensure my daughter's remain up to date with assignments has been unrealistic. I appreciate the work and job the project safe personnel do and trust them with the care of my children however, they're is a lack of training and compensation for the expectations us parents have set in regards to ensuring my students complete their work. The project safe staff is tasked with providing a safe environment that gives parents the comfort of knowing their children are in

			safe hands. My household relies on the school and it's teachers to instruct my children. To ask untrained personnel at project safe or my wife and I to cram a full day of school while working until 5pm, cooking dinner, getting showers, read a bedtime book, and lights out by 830 is unfair and unrealistic. We NEED the schools open to teach our children as I can confidently say that I am not equipped to do so and the project safe staff has enough on their plate and is not capable of investing time with individual students.
58	Robert vigil	School age kids	Our kids are being affected emotionally by the closures . They Depressed want to see friends and are not learning up to standards pwhen it comes to distant learning. As a father of 3 kids 7thgrade 5th grade and 1st grade I ask we think of the survival rate of this virus ... 99.8% its no worse than the common cold . Our kids need interaction and need to be taught in a school like setting . This virus has become more about control from democratic govenors . Complete TYRANNY Look around the country schools are functioning no mask full operation DOING JUST FINE . I appreciate all the teachers hard work during these time but would like for everyone to consider the factual numbers relating to covid deaths ... we will get sick and we will recover . its time we step up and take our freedom back . Kids deserve better . The plandemic is politically Ran wake up!
59	Kim Sullivan	A child in special ed	We are happy with the way things are being run currently. I know it makes it harder for a lot of parents, though, not to have their kids in full-time. But I think going full time now will only increase the numbers and even end up having to close again entirely. I vote status quo.
60	Candace Garmer	A parent at Rio Seco	I understand the concern that the number of positive cases in the county is going up however we can not let this effect out childrens education. They have lost out on enough already and we shoudl continue with the plan to go back full day. Students are staying home when they are sick and practicing all safety measures when on campus. I vote to continue with the reopening plan on Monday 11/30.
61	Jenny Solis	Solis Family	I would like to better understand why we are returning to full time on site learning now, with Covid cases rising verses waiting until we get to a time of decreasing case rates or at least through the winter months?
62	Alexis Hermann	Jackson and Harrison Hermann	In my opinion, I would like to keep the schedule the way it is with the hybrid am/pm cohort. I don't feel it is safe enough yet to open fully open on the 30th. There will be a spike of illnesses due to family gatherings and holidays, and I would rather school stay open then shut down completely. I feel like the hybrid model is working out well and the children are able to be at school and with peers not just isolated at home. I vote to keep the hybrid model through the end of the year and reevaluate the reopening fully in January. Thank you all for listening to our concerns.
63	Sarah Kahler		As a parent of two sons at Cajon Park School as well as being the Site Substitute at Cajon Park I have been able to see the school situation from different perspectives. I have always been in favor of children being back in school. I see the value of interacting with peers and being able to have instruction delivered in-person. With the hybrid schedule I think we get the balance of the kids being back in school along with the safety so that children and staff are not exposed to as many illnesses. If we go back to full classes, I think the rigidity of the regulations will make learning not as effective. Since each desk will have plexiglass, I think this will cause another barrier of learning for students because they will be even more secluded. I also do not believe that the plexiglass will create a safer environment. From my experience the past few months being in multiple classes in three different schools I have seen how the current protocols are working. Students are able to engage with their peers even if they are two desks apart. Also, the increase of individualized instruction is advantageous for all, especially those students who fell behind academically since March. I also think that having students at desks for six hours a day without being able to participate in group work and not being able to be with others outside their cohorts will be a challenge. I have spoken to many teachers and most say that the smaller class sizes are allowing them to know their students and their students' needs better than before. I do have concerns about how more children in classes will cause more germs, colds, and viruses to spread, but my main concern is the quality of academic instruction and creating the best learning environment given the circumstances. I think that moving to bigger class sizes will jeopardize both of these because of all the protocols that will need to be followed with having more kids on campus for a longer period of time. I do not think that the hybrid schedule is comparable to how things were before Covid hit, but unfortunately we do not have the luxury of those freedoms and flexibility. My sons and their friends are all thriving with the hybrid schedule. I feel that the school is doing an excellent job of making the most of the time that they have in class. From a teaching standpoint I have also been able to see how the smaller class sizes are beneficial and the challenges that will result if we go back to full time school. At this point I think we will lose more than we will gain if

		we go back full time.
64	Amber Smith	I am not in support of returning to school on Nov. 30. Besides the fact that COVID cases around the county are spiking, the plan to bring students back on the 30th is not a sound one. I want my kids back in school as much as anyone. But bringing them back full time, with plexi-glass dividers, reduced lunch times, no P.E., being stuck at their desk for extra hours wearing a mask because there are more kids in class; it just isn't a good idea. After speaking with my kids' teachers, they are concerned with the rush to bring students back. And if they aren't comfortable, I am not either. I support our teachers! With the am/pm cohorts, kids are able to receive more one on one instruction; they're able to move around a little; they can enjoy their time. Plus, right now, if a student tests positive, you have 12-15 kids that quarantine. If you bring classes back full time, now you have 24-30 kids that are missing school 100% of the time. That is not a solution. There is a reason other districts haven't returned to campus at all. I appreciate the hybrid plan and what it's trying to accomplish. It is working well and should be kept in place until weeks after Winter break, to account for any spike in cases due to holiday parties or travel. Please, consider the health and safety, both mentally and physically, of every staff members and student involved and delay the return to school full time until well after Winter break.
65	Mary Broding	With the rise in COVID cases, Santee is one of the only school districts in the county to be pushing for full re-opening. Why is that? Neighboring districts, such as Lakeside, are sticking with their hybrid models. So far, the hybrid model implemented by the Santee district seems to be working without many positive cases of COVID and with our students, faculty, and staff being kept safe. Moving to a distance less than 6 feet between students in classrooms at full capacity is a chance the district should not be willing to take. Doing so is essentially using our students, faculty, and staff as test subjects to see what can happen when other districts are not willing to do so. I implore the school board to use logic, empathy, and the need to set a standard for other districts to admire and NOT allow for our classrooms to be at full-capacity until it is clearly and scientifically proven that it is safe to do so.
66	Erica Hardy	My family I strongly encourage the Board to delay the full reopening plan until after January 1st. In addition to the current spike in COVID-19 cases and County's move to purple tier restrictions, the increase in travel and social gatherings involving persons of multiple households that will begin next week at Thanksgiving and continue through the rest of the holiday season, will likely result in a dramatic increase of infections and exposures to COVID-19. Due to the incubation period of the virus and onset of symptoms, the reporting of this rise in infection rates will likely not show up in the county's numbers until the week AFTER our schools open to a full-time schedule. Then it will be too late to again, dial back to try to control exposures. I know the district's top priority is the safety of it's students and staff and have confidence you will make the right decision to delay a return to full-time instruction and limit further exposure to students, staff and their families. Most of all I want to thank the board and all district staff and teachers for their tireless efforts in the face of this unprecedented situation. You are often criticized and much of your work may go unappreciated yet you still continue to serve. Thank you for all your work on behalf of our children.
67	Kimberly McClure	My daughter - 8th Grader at Carlton Hills I'm writing to plead with the board to reconsider the reopening of our schools to all students full-time on November 30th! My daughter feels safe now, is learning so well and is getting the interaction with teachers and peers that she was missing with the online learning. The hybrid model is working fantastic for us and so many others I have spoken to so, why change it now?! There's no need to rush this, the kids and staff don't seem prepared and my daughter is scared for this change. Please hear the concerns of the parents, teachers, staff and students and reconsider putting our entire community at risk! It is NOT worth it at all with the current spike in cases and more expected as we enter the holiday season full of gatherings. We, as parents, trust you to do as you always have and put our community, students, teachers, staff and the families as the highest priority and make the right decision by holding off on the return to regular school schedules. Thank you!
68	Teresa Boulais	Teachers and the best interests of the students I have been a proud teacher in the Santee School District for 18 years. I love my students and I love teaching. I am very concerned about bringing my students back to school, on November 30, with twice the number of children in the room. We are accomplishing so much in our current hybrid schedule. The children are happy, they feel safe and loved, they are learning, and I can really spend quality time with each child. I can make sure the class is safe and disinfected. I know you want to look out for the best interests of our children, but I implore you to come into the classrooms and see how the hybrid model is working. See what learning looks like right now with the current protocols in place. See what it looks like before and after school. Then, think about what it will look like and how safe it will be when we have twice the number of children in the classroom. How



			happy and loved will they feel when they are stuck at their desks behind plexi-glass barriers that they can not navigate around? The plexi-glass barriers were installed at our school yesterday. If students had to exit the room safely and quickly in the event of an emergency, it will be difficult. Please come visit the rooms to see what the barriers look like right now with students in desks, and then imagine what it will look like when the classroom is full of students. I want all my students back in school, but we need to be smart and safe. We need to wait until after the holidays. We need you to visit classrooms and see what the current protocols look like before, after, and during school hours.
69	Alyssa Almada	Not re-opening	With the surge of CoronaVirus cases, I am against reopening fully. We have had good luck so far with the hybrid model. My family would much rather opening full time after all the holidays. Holidays mixed with flu season is just a bad combination.
70	Jacqueline Frankfurth	My children	As a parent I strongly support the reopening of Santee school full-time. Parents still have the option to have distance learning they are not being forced to bring their children back to school. It is crucial for children to go back to school for their mental health. I have seen a huge difference in my children's joy and happiness immediately on their first day back to school. Please allow parents the option to choose if we want our kids in school full-time or distance-learning. School is essential and distance learning even half days are just not enough
71	Elizabeth Groff	Ellie Groff	I beg you as a mother not to reopen with all 26 students coming back. We hit the purple tier in the county and to consider bring all the students back is a horrible idea. Will the Santee school system pay hospital bills for one of their students if they catch COVID? Please wait till after January. What is the rush? Thank you.
72	Lori Van Atta	GoodMorning	I wanted to take a moment and thank you so much for continuing to re-open full-time as of November 30. My daughter is in sixth grade at Chet Harritt and due to a recent retest lost her IEP services. Although she is no longer IEP eligible the educational deficiencies that made her eligible in the first place still remain. She is suffering greatly with the reduced hours of in person teaching. I believe returning to a more normal schedule will help her both academically and socially. I realize you will be flooded with people asking for the hybrid models to continue maybe it should be suggested that they go on full-time distance-learning. It was made clear when we signed up for in person learning that the goal was to return to full-time learning at the earliest point. I am so glad we are going back full-time in November 30. Please continue to keep the education and social development of our children a first priority versus the fears of others of this virus. Quite frankly if you spend any time on the boards for our city you will find most people just simply like the hybrid model and it has nothing to do with safety
73	Allison Mancino		When asked, I had opted for my son to return to in-person learning, he currently attends Hill Creek's PM Cohort. However, I feel that students returned to school prematurely. Under the current circumstances regarding COVID19, I am very concerned for his, and his classmates' well being. I am strongly against schools opening full time. Although the students are happy to be able to socialize again, the risk does not outweigh the benefit. I feel that it would be safer for all students to return home and remain on the distance learning program. Thank you.
74	Barbara Thronson	My children, Riley and Ryan Thronson (Sycamore Canyon Elementary)	Our children have all suffered greatly (emotionally and for some, academically) being kept away from their friends these past 8 months. In speaking with my 5th & 6th grade kids, they WANT to be IN school full time, even if it means masks, social distancing and anything else that's required of them. There have been many times of tears. While they're ok with the hybrid model, they have both expressed to me their desire for school to return full days. While my daughter hasn't skipped a beat (academically), my son is struggling with his academics. Remote education just doesn't work well for some students. Then there's the emotional aspect. The kids miss seeing their friends and teachers. By moving forward with the reopening plan, we're taking a step in the right direction. We can all take the necessary precautions but life has to move on! In my opinion, for those parents who are opposed to returning full time, they have the option to switch back to distance learning. We knew this was coming when we enrolled our kids this year and for the sake of all of our kids mental health, I support a full return on November 30th.
75	Kurt Belchamber	Kyle Belchamber	Do not close down the schools!! Our kids are struggling with just the limited time they have as of now. We need to move forward and stop locking down everything. Our kids need to have a steady learning schedule. After shutting down last year and starting this year online is making kids fall so far behind! Teachers and board members should not be paid if our kids are not in

			school physically!
76	We do you want ruin our children.	Gracyn Moniz	During this time the closure of schools is going to detrimental to all students. Personally I have seen a major change in my daughter's behavior
77	John Davis	Charlize Davis	The vaccine will be approved in a couple of days. Our kids future is in jeopardy for a virus that has a slightly higher mortality rate then the common Flu. Please open up the schools as our kids need to start learning in a structured setting again. Also, coming from a family where both us parents work we cant be a teacher and work also. The closing of the schools will add a large amount of stress on us. Please keep the schedule we are on to reopen. Thanks.
78	Kelly Nytes		Increasing class size to 100% when the state and county are telling businesses to either end indoor access completely or reduce to 25% or 50% depending on their type isn't reasonable or safe. As a teacher and a parent, I understand how important education is, but we should stick with the hybrid model until this spike is over. It's already likely kids will be exposed over Thanksgiving off families mingle. To return Nov 30 to full class size will then double to number of kids to whom they can transmit the virus. Then 3 weeks later they go on winter break. Why try to go "back to normal" for just 3 weeks when schools across the country are having to go back to distance learning? We are inviting disaster. I work in SDUSD. The message to us was we could continue the phase we are in but not expand to the next phase, so I was shocked to get the call that Santee planned to move to full class size, full days. I don't think that should be considered until at least 14 days after the winter break, depending on the numbers at that time. The hybrid model is working. My daughter, a 7th grader, says that due to the smaller class sizes, classroom behavior is better, the teachers can get to everyone, and they actually learn more and faster than when the whole class is present. So I would argue that the hybrid model is working academically and achieving in meeting the social- emotional needs of our children. Schools are not responsible for solving the child care/work issues of society. Keep the hybrid model for the 3 weeks between Thanksgiving and winter break. Keep our children, families, and community safe at school.
79	Terra Casimir		The current cohort allows the teachers and students to socially distance. Due to the current case rates opening full time puts our teachers and students at unnecessary risk.
80	Kelly Wright	two children at Sycamore	Let's go through with the opening on Nov 30 and see what happens, with an Emergency Brake back-up plan in place, to be able to stop if it doesn't go well.
81	Barbara Norton		With the number of COVID cases rising exponentially I do not think it wise to return to full school days with full class sizes. The risk to our children and educators is too great. There is a vaccine on the horizon. We need to be patient for the spring. The hybrid program is working well with enough distance between students to mitigate spread. My grandchild is currently under quarantine due to exposure from someone in his cohort in class. He does not appear to be getting sick due to the ability to provide adequate distancing due to the smaller hybrid class size. Had a full class been in session for a full day it is highly likely that others would have contracted the virus and then in turn infected their families. We are close to getting through this we need to stay the course.
82	Chris Johnson	Society	I believe that with the increase in cases in San Diego county and the surrounding areas, California, and the country in general it would be foolhardy to open the school up for full time services. Not only is it dangerous for the students and the staff, but it unnecessarily opens up the community during an incredibly dangerous time. Follow the example of the surrounding districts and continue to do distance learning until the numbers drop back down. The school districts responsibility is to the safety and care of its students and staff. Anything less than that is reckless and borderline criminal.
83	Jennie Sargent	Myself a concerned Mother of 2 Santee school children	I urge the board to please move forward with plans to transition to full-time in person learning starting November 30th. The children need the normalcy that a regular school day can bring in these trying times. For those who are concerned about infection, there is always the distance learning option available to them. Please don't force us all into this "halfway" or "no way" option.
84	Caitlin Svoboda	My child Alexis	The schools need to open at full hours. The kids are doing great with the return to school. The case rates that the county is posting are not reflected in our school districts covid numbers. I believe that if we continue to push forward and open the impact will be minimal. Set the example for the rest of the county to start moving forward with what is right for our children's future. Those families who believe the risk to return to in person instruction have the option of distance learning.
85	Eric Dickson		San Diego county is in the purple tier for covid-19 cases which is the most restrictive tier. Granted, the school had plans to fully re-open before we hit this tier,



			however, now that covid-19 cases are climbing again I think some pause on this is in order. My primary concern is about school going full time the first school day after a major holiday (and the first day for students after having the previous week off of school). Families are going to gather for the Thanksgiving holiday regardless of what recommended guidance from health officials are. Families are going to travel, meet in larger than recommended group sizes, and may or may not follow masking and social distancing advice as well. Having students back in school full time following this is a recipe for another surge in cases which our health infrastructure can ill afford. I also feel this will put teachers and school staff at additional risk at a time when our country is struggling to take care of the sick whether they are infected with covid or not. I would ask that the above be taken into consideration when determining an appropriate time for full time school to resume.
86	David Knight (and Terri Knight)	Kevin and Chase White	My wife and I currently help our 2 grandsons in the mornings and then take and pick them up from the pm school session at Carlton Oaks Elementary School. We are both over 70 and feel relatively comfortable because there is social distancing with classes half full. We both believe there will be <b>**much higher risk**</b> of Covid spread with full classes particularly in winter with school classroom doors closed. I believe a maximum positive case metric should be used to determine when it is time to return to full time classes. That time may not occur until February 2021 based on current Covid info. Thank you.
87	Elizabeth Miller	Self	I am deeply concerned with the schools opening to normal capacities and schedules. San Diego County has move into the purple (most restrictive) tier and the number of COVID-19 cases continue to rise. My children do seem to benefit from in-person learning, but what is the benefit of being in class with more kids for a longer amount of time? Is this benefit worth the risk? Are we willing to risk our children's and teacher's health? Are we willing to risk the lives of families in our community. I'm not. Please do not make the move to combine the am and pm cohorts. The safety of our community is too high a price to pay.
88	Brie Medina	Educators	As an educator for the Santee School District, it is imperative we move forward with all students returning Monday, November 30th. From the viewpoint of the classroom, students are not only ready to return full time but schools are equipped and ready to support all learners safely. Let us be a district who responds based upon the original agreed upon guidelines set forth by Country Office of Education and Superintendents across San Diego and its surrounding cities. Let Santee and its schools move forward, ALL STUDENTS TOGETHER!
89	Jessica Alexander	Jake & Logan Alexander	I think that the current schedule is working well. I realize it is not ideal for all working parents but we have to think of the safety of the children and staff. Going full time in the midst of the current environment is not putting health and safety first. We need to wait until we are out of the purple tier. Keep up the amazing work and thank you for letting our voices be heard.
90	A. Rupp	Self	The potential to move forward, and not send the children back into full-time instruction is completely asinine, and quite frankly has nothing to do with the well-being or education of our children. You were all voted in as board members to uphold both of those things, please don't forget that. Our children are not getting the proper education that they deserve and that our community pays for. This should be a decision based on the majority, not the minority.
91	Christi Atkinson	Students and Parents	Please move forward with the re-opening plan. Our school has done a fantastic job of keeping our kids safe. One case in the last three months does not mean we should postpone opening. I believe getting back to some normalcy will help the children and parents well being. The coronavirus is not going away. We must learn to adapt and live with this. Staying home for the rest of our lives is not the answer.
92	Shawntae Smith		Please continue with your reopening plan on 11/30/20. The kids need to be back in school full time learning. They have missed so much education already and virtual is not effective. The cases may be rising, but they are not as a result of school. The cases are just cases....we do not shut down for any other illness affecting our community and we should not start now.
93	Tracy Osburn		As parents we all support our children's success in their academic endeavors. However, I feel that with the current restrictions in place and the daily increase of covid cases, we really need to consider our children's health and everyone they come into contact with on a daily basis and weigh the pros and cons of full reopening. Another concern to examine is the disruptions of having to reopen and then having to close again that this can cause on our children's learning. I feel that the schedule inconsistencies could hinder their ability to learn. I know that this is a tough decision to make but I hope that health safety is greatly considered in the decision making process. Thank you!

94	Danielle rodriguez	Children of Santee school district PLEASE DO NOT REOPEN	I believe it would benefit the health of both staff and students if we delayed fully reopening until after the new year 2021. With San Diego just being placed on the purple tier/most restrictive and cases growing, along with holidays, flu season etc. if we open back up and COVID is spread we will have to shut down completely which would be horrible for the kids. We are social distancing and doing well the am/pm schedule is now.
95	Michelle Hower		I strongly feel students need to be back to school full time. "Online" learning is not nearly as effective as in person learning. My kids are getting more and more behind academically. If parents are concerned about COVID, they already have the option to continue distance learning. It is not feasible to continue doing online learning both for students and parents. It is causing stress on everyone. The kids need to be back in school, full days so they can learn properly.
96	Karin von Kluegl	Joshua von Kluegl	Please keep moving forward opening to full time school. These kids need this. We are only making things worse mentally for the kids. Keep them in school full time. We will never develop herd immunity at this rate!
97	Gabrielle Zuniga	I'm a parent of a Rio Seco Student	I respectfully ask we KEEP the hybrid schedule as is and NOT begin full days in November. This is a constant evolving situation that should be assessed every step of the way. We should revisit full days after winter break. I want normalcy again for our kids but there is nothing "normal" about what school will look like under the full day regulations. I understand the need for safety but this is perhaps asking too much of our students to have to adapt to yet again. I think the full day regulations will be disruptive academically and emotionally for our children's progress. To put it simply, its clear our schools are not ready for this next step. I was doubtful of the hybrid schedule at first but now experiencing it first hand I see its doing it job of educating my child and providing safe social interactions with her peers. I am really impressed with how much my child is learning, in the window they're given. So I ask what is the rush? Full days were decided in July. The district should hear the voices yet again of their teachers and the parents as a lot can change in 5 months. Lets not take full days off the table for the school year but let's revisit it at a later date like after the holidays. San Diego County has since moved into the purple tier. I think it is safe to assume most of Santee's residents will be visiting or traveling through San Diego during the holidays and risking potentially spreading it here in Santee when they return, something to consider as well is it will be during flu season. There already has been confirmed covid cases at our schools as is. It only makes sense that there is potential for cases to increase with the classes full and some being in the same room all day. I can't believe some classes will even have to have their lunch in their classrooms. It just doesn't make logical sense at this time. Let's protect our kids, teachers, and staff. They're the ones in the thick of this every single day. I welcome full days when the time is right, but the facts are the facts that the time for that is not now.
98	Ditto Thomas	Parents	It is time to start being accountable for the education students are receiving or more importantly not receiving... in March the world decided to "lock down" for 2 weeks to slow the spread of an illness that was in time knowingly going to infect every human on earth... November 18th is a little more than 14 days after March 15th....for those who choose to stay home and hide from the inevitable, that is your choice, offer learning opportunities to them. For those who understand there is a risk at being exposed to an illness that they were never going to avoid, allow them to learn in a functioning environment that encourages human interaction and not staring at a screen, teach life skills.... there is no need for a "new norm" just reinforce basic human hygiene and allow "herd immunity" to work as it has since the dawn of creation....
99	Rebecca Moore	Hill Creek	Please do not continue with the 2nd phase of reopening at this time. My child is currently attending in person at Hill Creek and I feel the environment is reasonably safe as is - I do not feel it is safe to reopen the schools to so many children at once right now.
100	Ingrid Vega	I am a parent	I support Delaying further school openings.
101	Jessica Bosch	my two daughters who go to Chet	Because COVID rate is increasing, and we're in the purple tier, I would prefer the district to stick with hybrid learning until we move back into a lower color tier. I do not want to see Santee families (including my own) get COVID and school having to close.
102	Jonny Shinabarger		Good afternoon Board, I apologize as my previous comment was cut prematurely. The current learning environment paired with a dual working household has been a recipe for failure. With flu season on the horizon, where do we draw the line? With limited learning in person and the expectation to make up the rest

			by learning at home as a parent it's impossible to manage that school/home separation. Our students have no home life when the dual working household is attempting to cover the at home learning session from arrival from work until bedtime and still cannot catch up. As a parent who is directly affected by this decision, I plead for the board to continue with the very impressive reopening plan and get our students back on track. Thank you for your time R/ Jonny
103	Ansley Wilson	Santee School District	COVID-19 has existed long enough, and has proven again and again how unsafe public gatherings, meetings, outings, etc. are to EVERYONE. Please do not allow a full return on 11/30 of students to campus-- business cannot resume as usual. Be considerate, be smart, and don't assume this is all over, that's what's kept this pandemic alive for nearly a year.
104	Kendra Ruiz	Cajon Park	Please consider our kids education when you consider their health. My husband and I work outside the home and don't have the "luxury" of being able to help our kids with their school work when they need it. I feel our kids are safe in school and that everyone at Cajon Park are taking all the necessary precautions to ensure our kids safety.
105	Mindy Tarantino		As much as I want my child to have as much normalcy as possible, I do not think it is in the overall best interest of the students, staff, and families to be back to full capacity. I think the hybrid model has been working very well. It gives the appropriate spacing between desks and the students get more one on one attention needed. On top of dealing with Covid, we are now also in cold and flu season. I don't see how we can have on average 30 students in a class when we are being restricted from so many other things. I am requesting the School Board really reconsider moving forward with the plan.
106	Hannah Nguyen-Kwo	Concerned parent of Chet student	In speaking with my child, our concern is it appears many children do not adhere to the guidelines strictly (hygiene, not wearing masks, keeping socially distanced). This has already been observed but my child in the current 1/2 population attendance that's being implemented. I foresee it'll become a much bigger ssue if school resumes with all students. We were part of any exposed group which got quarantined already. I'd rather have her safely at home for the remaining time of the year. Therefore, please Do Not move to full classroom attendance.
107	Elizabeth Tosspon	Santee Parents For Delay of Return to Full Day School	I am writing to you today as a concerned Santee parent. I have two children currently enrolled at Rio Seco School, a kindergartner and a third grade student. I have been very impressed this year with how well the Santee school district has handled students' education during the pandemic, especially in the virtual learning and hybrid learning phases. My children are thriving on their hybrid schedules, despite the discomfort of wearing masks and managing hours of learning without the free play and physical education that are so necessary for young, growing bodies and minds. Enduring these strict safety protocols and rules have been worth it to keep students and staff safe. I've also seen a great benefit in the additional teacher attention they receive in the short classroom hours, given that class sizes are currently so small. That being said, I am concerned about your decision to forge ahead with a full-day schedule at this point in time. San Diego County, as you know, was recently moved into the purple tier and it seems that Covid cases will only continue to grow as we move into the holidays and colder months. Given the great success thus far with the hybrid schedule, it is bewildering to me that our district would choose to put all of its students and staff at greater risk during this period of time by filling up classrooms to capacity and keeping cohorts together for 6 hours of daily exposure. For my family and many others I have spoken to, we would prefer to continue with the highly successful hybrid schedule through the winter and flu season months, delaying a full scale return until we see a significant reduction of Covid cases throughout the county. In addition, the long day will be very burdensome to the students and staff given the strict protocols that will remain in effect to keep everyone safe. For my five year old, and for my autistic third grader, six hours in a mask without any true recess or PE to alleviate an unusually strict and harsh learning environment is a lot to ask. I understand that it may be too late to change course at this point in time. But please know that if the school board were to decide to continue with a hybrid schedule due to the alarming increasing spread of the pandemic in our county, my family would be very happy with that decision.
108	Elizabeth Wright	my son Dawson Wright who is in the 3rd grade at Cajon Park.	As a high school teacher of 20 years, I understand how important education is right now during the pandemic. I personally have seen the educational gaps that have happened in many students over the past nine months that students have not been physically present in school. I understand that we have to ensure the safety of everyone in our community as well, but students need to be in school right now in front of a teacher, not in front of a computer screen. It has been proven that young children

			are less likely to be transmitters of the coronavirus. Although there are many adults on campus as well, that is why we have the safety procedures that have been put in place to monitor adults on our campuses. I plead with the district to please continue with the reopening plan of having students return to campus full-time on November 30. As long as all the safety procedures are carefully followed, then I feel comfortable with having my son full-time on campus. The long-term educational deficits that students will have is far more dangerous than the coronavirus. Parents who are not comfortable have the option of keeping their children in distance learning only. Please do not deprive parents of the option for putting education first. Thank you for your consideration.
109	Jessa valdez	Sean Garmer	On site Education is important and these kids need to go back to full time
110	Lara DeFrisco	My child and our community	I would first like to express my admiration and thanks to all of the Santee School District teachers and staff during this pandemic. They have had to find solutions in a hard and brand new challenge in order to carry out business as close to normal as possible. Everyone I have talked to these past few months has only been interested in the students thriving and continuing to learn as best they can. At Sycamore Canyon, my daughter has been treated with the same care as always and I commend and sincerely thank everyone working there for that grace. That being said, my concern about the rush to reopen school full-time on November 30 is not only coming from concern for my own child but for everyone working at the schools every day. They risk their health and safety of themselves and their own family to provide our children with an education. The current hybrid schedule is working. The smaller class sizes have been working. Distancing has been working. My daughter, I'm sure, misses how school once was but that is not a feasible option right now and she (at age 6) understands that. I do not feel that reopening full-time for almost 6 full hours a day at full class capacity is a viable option and I do not think it should be considered. I feel that it will be pretending that things can be as they were last year, which they can't yet with San Diego County going to Purple just recently. On Monday (11/16), we were at 9% positive cases and officials are pointing at Halloween as a result, another example of us forgetting that we are in a pandemic still and putting our impatience to get back to "normal" ahead of actually working towards that normality. For the safety of our children, their families, the people they come in contact with, and every single staff member at our schools... I am asking Santee School District to seriously reconsider this reopening plan on November 30 until after the holidays. If Halloween caused such a surge, what will Thanksgiving, Christmas, Channukah, New Years, etc. do to our numbers? Adding in full classrooms of children every day, being sedentary AND indoors for hours on end, and it spells for a clear health disaster Thank you for taking the time to read my comment.
111	Ashley Gravette	Parents, subs, family of staff	Please keep hybrid!!! The pandemic does not have an end date, therefore we do not need a firm date of when school should resume full time. Loading a ton of kids in a class for 2 more hours won't actually equate to much given all the procedures and distractions. I feel it is unsafe to send my kindergartener to a full classroom and I've been told there are no other options. Distance learning is full and there will not be packets of work for those wanting to keep their kids home. I made the decision to go in person with the trust in the school board to keep our families safe. I never imagined we would have to beg to keep our families safe. Test scores should be at very least second priority to the health and safety of our kids, teachers, staff and families.
112	Brooke Roehrs	Teachers & Students	First, thank you to Ken Fox for the integrity he showed in speaking up about his new concerns and changed opinion in a full time return- the community appreciates your honesty. As a wife, mother, and teacher in the Santee School District I am begging you to reconsider your plan to reopen full time on November 30th. The health and safety of our students and our staff should be the most important thing we consider when discussing a full time return (yes, even more important than test scores) and with the current state of our county and the rising case numbers it does not make sense to come back full time with 24-30 students in classroom. The state advises that no more than 3 families gather together outside for Thanksgiving, yet the Board has decided it is okay to gather 24-30 families in one small classroom. How does this make sense? Frankly, it just doesn't- it is irresponsible and downright negligent. The hybrid model is working. I can spend a solid 2 hours and 45 minutes diving deep into content with my first and second graders with little to no behavior disruptions and confidence that they are getting the

			<p>education they deserve. I have attended every board meeting this year. I have read the public comments made by our community of parents and teachers- most recently the over 100 comments from the most recent board meeting. The community has made it clear that we are not on board with the decision to return full time. It is not what is best for our students and it is putting the educators and staff members who work so hard for this community in danger. I ask that you listen to those of us who will be most highly impacted by your decision and use our voices to help guide your next steps. We as teachers are the experts in this field, we know and care deeply about what is best for our students... and this is NOT it. Please, hear our words, sit with them, and do what is right. Thank you.</p>
113	Peggy Achenbach	Myself and Transportation Dept.	I feel more comfortable with am/pm schedule. With numbers on the rise, I would rather stay the way we are. Thank you
114	Danielle Jimenez	My students	<p>I'm reading through the comments and am shocked that there are parents that do not wish for the Santee Elementary &amp; Middle schools to return to full time instruction. I have been so grateful for the flexibility and the grit that the teachers have shown through the pandemic so far and am so encouraged that they are ready to take the next step forward. I have seen that the efforts, planning, &amp; steps taken to keep our students safe while being able to participate in classroom learning has been impressive. Although our county may be seeing a rise in cases, we have not seen any major outbreaks in our schools. It seems foolish to punish the students when everyone is complying with what has been asked of us. There are so many negative consequences, outside of the virus, that are the result of kids not being in school. For parents that have flexible schedules, the 2.75 hours of instruction may be easy for transportation and childcare. However, for households that rely on working outside of the home, the current schedule (or the shutdowns) were impossible. How do you arrange to have your kids picked up/dropped off and watched while you are having to go to work? In the absence of alternative options, working parents often leave children alone when out of school. Working parents are more likely to miss work or not be able to work full shifts when kids are out of school in order to take care of their children. This hurts our economy because it is the small businesses that close and the essential workers that can't afford to take the time off. Children also need to be social and active. Schools are hubs of social activity and human interaction. Our kids are already missing out on social contact that is essential to learning and development. We are seeing a rise in anxiety and depression in our children. I've recently heard of two cases of 8th graders attempting suicide in the last month. My son has ADHD and has experienced an increase in his screen addiction and reliance due to an over-abundance of screen-time. Life under confinement has been making our kids way more sedentary which can have lasting effects long throughout their lives. Also, with the shortened instructional hours, our children are falling behind and/or regressing in development. I have every confidence that the school district will take all necessary precautions, but we can't stop doing life out of fear and we can't isolate the "possibility" of the disease with the very real consequences of keeping our kids out of school. We are entering into what is commonly known as "flu season" and we should expect kids to get ill. We should trust that families are equipped to manage their family's health and comply with the guidelines put in place.</p>
115	Dan DeFrisco	My family	<p>Every day I am still so impressed by the teachers and staff at my daughter's school. I am an essential worker and go to work every day while my wife stays home with our children. That being said, even if she were also working, we both agree that we would disagree with the school's full time reopening plan on November 30. We all want this to end. 2020 has been such a stressful year for everyone and it's taken a huge toll on our children. I've heard many parents yelling for schools to reopen because of this but I think we SHOULDN'T be in a hurry to reopen because of this very reason. Our daughter has missed out on so much already and continues to. Cases are even higher as of Monday at a whopping 9% and we are officially back in Purple because of that same rush to reopen everything and just go about with our lives. Covid doesn't care what we want and I strongly think we need to follow science and state and local health guidelines because if we don't then my daughter and all the other kids are going to lose out on a lot of 2021 as well. It's not about what we want right now. It's about being safe. That's why I want to address the school board now and ask that you delay full-time reopening until after the holidays. Otherwise I'm afraid to see what those numbers will be when we're wishing for this 9% back. We can do it, we've been doing it. Our teachers have</p>

			been doing it and I'm sure it's so much harder for them. If they can do it then we can for our kids and everyone around us. Thank you
116	Dam Sutton	Parent of 2 students at Sycamore Canyon	As an educator with Grossmont Union, I am greatly concerned with Santee SD's full reopening plan. I believe this should be postponed due to spiking covid rates within the county.
117	Jennifer Gaebe	My daughter, concerned parents, teachers and administrators	Thank you to Dr. Branski and the Board for reconsidering the 11/30 full reopening date. As I had said previously in a letter I sent out, I don't believe that now is the right time to begin full-time back to school due rising case counts combined with regular cold/flu season, poor weather making maintaining well ventilated classrooms really difficult for teachers, and the fact that many people will be travelling or getting together with larger groups than normal over the holidays. I don't see anything to be gained by going back to full-time for 3 weeks before winter break, especially considering that the additional time that the kids will be in school will require them to sit at desks or lunch tables without any real interaction or activity. Please keep the hybrid schedule in place until after the first of the year and then reevaluate a date for a full-time return. I know that the open-endedness of this is very hard for families, but rushing to decide on a date before knowing what will be going on regarding our tiers and where we are in the pandemic doesn't seem to make sense. Thank you for developing a plan that has been maintainable and a great example to other districts. Please don't throw that away in an attempt to be ahead of the curve by going back full-time.
118	Josie Blackwell	Parent	I feel schools need to continue with their plan and fully reopen on November 30th. The District, Schools, teachers, and students have all done a fabulous job with the hybrid model, but, I feel it is time to move to the next phase. Our kids need to be in school full time! Thank you.
119	Justin Slagle	Father of Quinn and Felicity Slagle	It would be irresponsible of this board to move forward with the plan of a fully re-open at this time. Please do not choose to put our students, their families and the community at risk. The situation has evolved since you previously made the plan to fully reopen you must act now in the best interest of the students, teachers, staff and community. I implore you to reconsider and keep the small class sizes and the measures currently working in place. We voted for you. Now do the right thing!
120	Sharon Register	Sycamore Canyon Elementary	It is unrealistic to keep schools fully virtual or hybrid. If parents want to keep their child home that is their choice- they shouldn't ruin the education of the kids that need to be in school. I am an ER nurse and I can tell you that the numbers are not as bad as the media portrays. Going back to the purple tier was completely unnecessary. Please keep the full day opening date of 11/30!
121	Amber Leithoff	Kaedyn Hallman-Rio Seco	With Covid cases increasing rapidly, I do not feel it's best to have all students attend school at the same time.
122	Katerra Carrillo	Kerra Eckert	I am a single mother to my only child and I really am scared that Pride Academy might close for in person learning. I pray that it does not. My daughter was miserable at the beginning of the school year. She missed her classmates and teachers. She was emotional and lashed out because she was so unhappy. Since the school has reopened for part time, she has been excited to do her homework and a much happier child. She is so looking forward to being able to see the rest of her class on the 30th. I hope, even if you decide not to open full time, that you let the children stay on the current schedule. Not only for her mental health, but the other children as well. The staff at Pride is amazing and doing a wonderful job. I understand that we need to keep our children healthy but mental health is so important too. Distance learning right now is not what she wants or needs. Thank you.
123	Jashua Ronquillo	Kindergarten	I really think that it's too early to re-open full time on November 30th. The Covid cases are going sky high again and second wave will come if we don't take precautions. Other states like NYC is closing schools again on Thursday 11/19/20 and switching to remote learning. We don't wanna risk our children's lives in this pandemic when there's still no medicine for the covid yet. They can always go back to school full time when there's no more covid but they can't go back to school when something happens to them because of the covid and we definitely need to avoid that.
124	Brianne Austin	Student	Given the rise in covid cases I feel it's imperative that we hold back on moving to a full day schedule with all students in the classroom.



125	Joshua Pelfrey		Please reconsider the full return to school at this time. We are in unprecedented times and are being forced to decide between the virus and the education of our children. We want our children to return to school and thrive, it's just too risky at this time. The district has done a good job of partial day and online learning and should be applauded. Please consider sticking with this model for now. Thank you for your consideration.
126	Linda Mackey	Alexis svoboda	It is unfortunate that the children, who shake off this virus, are punished for the deeds of the electorate. We had 35 deaths yesterday out of 39,000,0000 people. Please open up the school all the way.
127	Joseph Dolin	Mia Dolin	I am hoping that the mandate to return to in person learning will now be extended from 11/30 until the recent Covid spike goes back down OR until a Vaccine is readily available for all San Diegians. I was disturbed to find out that our only choices were to have Mia return to class at the end of this month or find her alternative education outside of the district. I am hoping the Board makes the responsible decision to extend the distance learning options to all Students and their Families. Thank you.
128	Sara Cadena		I feel that it's irresponsible to fully open at this time. Our numbers are going up all over and things are getting shut down. Opening fully may make things worse. This rush to put children, teachers and staff at more of a risk is selfish. Please reconsider, nobody is asking to shut down fully again.
129	Summer Dew	Parent & Teacher (not SSD)	I would like to express my grave concern regarding the plan to merge the AM/PM hybrids on November 30th. With our county currently in the purple tier per state guidelines I do NOT see how it is possible to merge two cohorts together, maintain social distancing, and prevent the spread of COVID-19. Merging the two cohorts together is putting our children's lives at an unnecessary risk. Full day instruction is what is best for students, but NOT at the cost of their lives and not at the expense of teachers' lives. With the alarming and steadily increasing case rate in our county, it is NOT SAFE to send students back to the classroom full time with all their peers. The current AM/PM hybrid model with 50% of the students in class at a given time is MORE than any other district in the county. Moving forward with more students in the classroom while our county is moving in the wrong direction with the case rate is reckless and careless. Just today, they announced nationally, one-million children have contracted COVID; children are not immune. Our current case rate is climbing because people choose to ignore the safety protocols set out by the state and choose to participate in Halloween. Now we are approaching another holiday, in which many people travel and congregate in large groups. What makes anyone believe that the case rate isn't going to skyrocket after Thanksgiving after more people break quarantine. Maintain the status quo of AM/PM hybrid models and revisit the idea after the Christmas holiday. Carelessly, risking students and teachers lives because "parents" want their children back at school is not grounded in science.
130	Maria Arreola		Due to the increase in Covid cases in San Diego, I would like the reopening of schools full day, November 30, 2020, be postponed. Also with the recent increase in local school cases, I believe it would be safer to keep them on separate schedules.
131	Jessica Mascari	Myself and AJ Mascari	PROCEED with the reopening plan. Our kids have suffered through enough and I'm tired of the comments of a few dictating how I want my child raised. We pay taxes for schools to be completely open so they SHOULD BE COMPLETELY open. This is beyond frustrating. Has gone on long enough. To the parents calling in and complaining- KEEP YOUR CHILDREN HOME IF YOU ARE SCARED OR CONCERNED. There should be a choice. A small group of board members shouldn't get to dictate when our kids go to school. Tell the scared parents to homeschool their children. Other parents like myself AND SO MANY MORE do not function well with this schedule. It is near impossible trying to navigate jobs, school, pick ups and drop offs and other kids. At what point do we tell our "do as I say and not as I do" government that they do not get to tell us how to live. At what point do we start putting the kids first? Teachers, sorry, but if you're THAT scared of a virus that has a 97% survival rate, stay home and teach remotely to the parents and students who are too afraid of in person learning. We're sick of this. It needs to end and you are only going to inflict EVEN MORE long term affects on our children's well-being and education. Let's get it together!!!! OPEN THE SCHOOLS!!!!
132	Dolores Peter	Ethan Escudero	I strongly feel that you should keep the classes as they are now. I am a grandparent over 65 providing care and schooling for my grandchild. Putting more children in each classroom is just going to increase the chances of Covid for the teachers and the

			students. There is already a Covid case at Rio Seco. We don't want more. The only responsible solution is to keep the classes as they are at the present time and keep everyone safer.
133	Igor Sfiligoi	Our children need the education that full-day school provides, and they need it now. Given that there have not been any outbreaks in the current setup indicate that the risk is very low; transitioning to full-day will not drastically raise that risk. So the benefit of full day school days significantly outweighs the risk.	
134	Nicole Wallace	My Child	As a parent and health care worker I am deeply concerned about the impact full time return on Nov 30th will have on the health of our children. Cases are increasing at a rapid pace. Our entire state has been restricted. If we can't dine in a restaurant, why should our children be placed in a confined classroom?! Please reconsider your plan to reopen until after the numbers of Covid have decreased.
135	Meghan Brady	I believe that it would be in the best interest of our students, families and teachers if we postponed the return of full time until January 19th. This new date would not only give the district more time to prepare, but it would be a time that anyone who may be exposed during the holidays would begin to show symptoms and make an informed decision to stay home. In the Summer we were anticipating returning to school only to learn with little time that we would need to do distance learning. Once teachers and students were able to get in the swing of distance learning, we learned we would be entering a hybrid model. Now that we are feeling successful in a hybrid model, the decision to return full time on November 30th feels rushed. I urge you to reconsider this decision.	
136	Brian Doerr	While I appreciate the desire to advance to the next stage, the world is making it clear that now is not the time. We are currently stable with the process we're using, and the pain of today is understood and manageable, albeit inconvenient, for most. I'd hate to see us press the issue and possibly jeopardize the health and well being of both our children and our teachers.	
137	Nathan Lohr	Cajon Park	I would like to compliment Santee School District's current safety protocols to COVID-19 pandemic. Truly amazing. Current safety protocols have demonstrated that the district has the ability to keep students and staff safe at all times. There has been ample amount of time to ensure that the operating procedures work to ensure safety and allow for quick reaction should an incident occur. Principal Dobbins as well as his staff have taken a proactive approach and kept our students safe. With this said a full reopen on November 30th I feel is safe and also reasonable. There already is a plan in place should we have to back pedal and return to cohort schedule again. Members of the board and executive team are most likely aware of the science of the virus. COVID-19 is real and safety protocols should be adhered to. We can all agree on that. According to the CDC, research as well as data, the risk of serious complications from COVID-19 is low in the age range of K through 12th. It is vital that we move forward with fully opening. Research and data from multiple Universities such as John Hopkins University and Children's hospitals nationwide, suggest that children will be better off attending school full time. It is important not only for academics but also is important for mental well being as well. Students socializing with one another builds confidence and helps with conflict resolution. The cohort schedule is simply not enough. Our youth have been through enough and need to have normalcy returned to their lives. Parents have been through enough as well. With the help of your excellent staff we had to quickly learn how to be teachers as well. Enough pressure has been placed on the families as a whole due to the pandemic and schools being closed. Please move forward with the plan that was in place. Look at the science. Agreed cases are going up but that was expected. But not in the age range of K through twelve Santee school district has done an excellent job, has tested out the protocols and I feel is ready to roll and react if needed. Thank you for all the work that has been put into to keeping our children safe! Keep moving forward!
138	Steffani Curtsinger	Parent of two students	Our kids have been doing so well since they've been back to school in person. They've been excited to go full time. We haven't had any issues. This will cause problems with mental health, socialization skills, hands on learning (that they need) not to mention parents work schedules. Parents already have the option to keep their kids online if they so choose. so that parents willing to send their children back and the children willing to go full time shouldn't be affected I think closing schools is a grave mistake.
139	Lindsay barrett	Corbin and hudson barrett	I would think having the hybrid option to minimize class sizes is a better option during this pandemic. It will minimize a lot of lunch interaction and the kids won't need to breathe through their masks all day. Keeping the school schedule with half day



schooling is my vote.		
140	Amber Martin	I have mixed feelings about kids going back to full time sessions. I am one of the fortunate parents that is able to work from home. I know this is not a benefit for others that are working. My fear is that there are now up ticks in cases rising and I for one would be ok with how things are now with the option to change from in school to online platforms. Circumstances do change and I feel the district should be more accommodating in this matter. I don't feel packing a class of 30 kids is beneficial for the over all health of faculty and students. There are households that have elderly family members and having our children in an environment that has greater risk for them to contract COVID-19 needs to be taken into account. Thank you for allowing us parents to be heard. I was really hoping the district would not continue to make such a push for reopening the schools full time without us having a voice in the matter.
141	Agnès Baldocchi	Parent of students I wish the school district opens its schools as it has planned for November 30th. The virus will never go away now. So, we better start living our lives! Let's keep in mind that most of the people recovers from the disease. What is more dangerous is spreading the fear of it. The fear diminishes our immune system, and this is when we could get sick. Schools doesn't shut their doors for flu season even if the flu also kills people! Maybe instead of having a special meeting, parents or guardians could vote to see what they want. Families who prefer not sending their kids to school already opted for online education. I believe this option is still available to everyone if they want to switch to online education now. Getting out of our houses is a risk, and yet, we still do. We cannot afford to live in fear for the rest of our lives. Let's get back to normal and take the risk to live!
142	Brennan sunde	Student of Rio seco Going back full time is stupid isn't only 2 hours longer and it will be harder to focus since we have to wake up at 8:00 so I don't want to go back
143	Tessa Borgerding	My family and myself (SSD Employee) Another parent very eloquently wrote a comment that completely explains how I feel so I will be quoting her. (Thank you Elizabeth Tosspon!) – changed a bit for specifics: I am writing to you today as a concerned Santee parent. I have two fifth graders enrolled at Cajon Park School. I have been very impressed this year with how well the Santee school district has handled students' education during the pandemic, especially in the virtual learning and hybrid learning phases. My children are THRIVING on their hybrid schedules, despite the discomfort of wearing masks and managing hours of learning without the free play and physical education that are so necessary for young, growing bodies and minds. Enduring these strict safety protocols and rules have been worth it to keep students and staff safe. I've also seen a great benefit in the additional teacher attention they receive in the short classroom hours, given that class sizes are currently so small. That being said, I am concerned about your decision to forge ahead with a full-day schedule at this point in time. San Diego County, as you know, was recently moved into the purple tier and it seems that Covid cases will only continue to grow as we move into the holidays and colder months. Given the great success thus far with the hybrid schedule, it is bewildering to me that our district would choose to put all of its students and staff at greater risk during this period of time by filling up classrooms to capacity and keeping cohorts together for 6 hours of daily exposure. For my family and many others I have spoken to, we would prefer to continue with the highly successful hybrid schedule through the winter and flu season months, delaying a full scale return until we see a significant reduction of Covid cases throughout the county. In addition, the long day will be very burdensome to the students and staff given the strict protocols that will remain in effect to keep everyone safe. For my kids, six hours in a mask without any true recess or PE to alleviate an unusually strict and harsh learning environment is a lot to ask. I understand that it may be too late to change course at this point in time. But please know that if the school board were to decide to continue with a hybrid schedule due to the alarming increasing spread of the pandemic in our county, my family would be very happy with that decision. My comment as an employee: As an employee and School Secretary; the impact of full reopening on the entire staff is significant. We have been able to follow our protocols and manage them effectively in the hybrid model. I am not confident that would be the case with all students back full time. We have already seen an increase in the number of students and staff experiencing symptoms of COVID-19 which as you know results in the student and staff member being unable to return to school for 10 days. The protocols we follow in these instances are time consuming for so many staff members which we are happy to do to protect everyone. But heading into cold/flu season coupled with all students together on campus, I believe, will

			cause an even greater number of these occurrences. With all students together there is a higher risk of exposure to teachers and support staff where substitutes are already so limited. In some positions, there are no substitutes available at all. This places a tremendous strain on the staff, especially when say a campus aide or instructional aide has to be out for 10 days. There are many other areas where a full reopen is very impactful. I pride myself on supporting our district, school, community, families, students and staff. I am so proud of what we've been able to accomplish so far! Santee School District is OPEN when so many other districts are not and the hybrid is working! During these challenging and ever changing times, I know that these decisions cannot be easy ones but please re-consider the full reopen on 11/30 until there is a clearer path forward
144	Kelly Berkowitz	I would like to stay with the hybrid schedule until cases start to go back down.	
145	Kim Hill	Self - Parent of students at Sycamore Canyon	No matter the outcome, I want to say I appreciate your hard work and efforts. If we end up staying hybrid, I hope the upset families can look at the fact that we have daily onsite and are leaps and bounds ahead of many other districts.
146	Ruth Gindulis		I really hope you are able to align on moving forward with the next steps to full in-person learning. I think our school district has gone above and beyond to establish safety protocols to reduce spread and risk of COVID. I do understand there has been an increase in cases, but kids will be able to maintain distance with the new desks we will get for classrooms and new lunch seating areas. We have successfully implemented half days and taken great precaution in ensure everyone's safety with very minimal cases throughout the district. I see no reason to stop us from opening back up in full on November 30 as long as all safety measures are enforced and followed.
147	Elizabeth Salazar	The Salazar Family: Charles, Elizabeth, Alex and Easton	We do not support the upcoming changes to full opening. I work in a hospital here in San Diego and I see the worst of the COVID Cases. There is no rush to change any where else. I can not figure out why you are rushing to open up unless it is a financial thing. which i think is wrong to put finances before the health of your community. It makes no sense with the county getting more restrictive you would want to open your schools up to more infections.
148	Tuesday Miguel	Maverick Miguel- student	We, as a family with a child attending school currently, are in favor of a full reopen plan as originally planned for on November 30th. We are confident in the protocols that have already been established to be able to give us the best outcome for everyone involved.
149	Terra Alkhafi	Parent and PTA leadership	I understand the concerns and have read through all the public comments thus far. The issues and solutions are not a one size fits all. The district has done a great job offering distance learning alternatives for those families that do not feel comfortable. My question is what is the district doing for the families that want to keep their kids in full time school? The current hybrid model does not consider out of district families, low-income families, and working parents. Our low-income families are struggling most during this pandemic and it does not feel like the district is taking in to account those children. For the families that do not have the funds for after school childcare they are forced to make tough decisions on how to accommodate only a few hours of learning for their children a day. In a world that is so divided and uncertain maintaining a solid learning foundation for "ALL CHILDREN" which ever form the parents choose should be the priority. Please consider reopening schools.
150	Mandi Horn	Concerned Parent	In light of the cases going up and the cold and flu season in full swing, I feel it's too soon to have all the students return to school with full classrooms. It's not worth endangering all the teachers and kids. I think all the teachers are doing an amazing job with the hybrid schedule right now. It's working and I think it's the best option we have due to our circumstances. I think we should stay with the AM/PM cohort schedule until at least after the new year and things can be re-evaluated. My husband and I both work full time, so doing what we are doing right now is an inconvenience for us and we struggle with it. We do want our kids back in school full time, but only when it is safe. Even though it is an inconvenience to keep doing what we are doing right now, doesn't mean we should return full time. Safety should be our number one priority. I also feel that this time of year, the common cold will increase, and even though colds are not dangerous, people are treating it as COVID until the child has a negative test or symptom free. With all the kids returning to school at the same time, will increase their exposure to that as well. Not only could they potentially spread Covid, they could spread the common cold. As a parent, I don't want to have to deal with the red tape of pulling my kid out of school because of a common cold. I also don't want to risk my kids spreading it

			to me, causing me to miss work because of the strict regulations in my work place. If I have any symptoms, running nose, cough, I can not go to work. Most working parents are faced with this same dilemma as well as teachers. If we can decrease our risk of that happening as well as ensure the safety of others, I will gladly keep doing what we are doing. No one loves this situation, but I think right now is not the right time to return to full classrooms. I do support returning full time, but let's wait a little bit longer. Thank you for listening to us and considering our view points.
151	Melissa Modzelewski	Concerned parents	I do not agree that we need to move forward at this time with doubling the class sizes. The students will no longer be able to distance from each other and of course trying to keep masks on all of the students has been an issue. The risk of going from 12 kids in a classroom who are able to distance to having possibly more than 25 in a class for gaining 15 minutes of instruction per class is not an acceptable return on the risk.
152	Paul Barker	My two daughters. Grade 3 and 1	I would like the board to keep school as currently arranged with the half days. Virus cases on the rise show it would be wise to not send all kids together. I work for the navy and my command is still mission essential personnel on base only. I think we should treat our kids similarly.
153	Anna King	I am a parent of a student in the District	This comment is submitted with reference to the district's plan for the next phase of reopening on November 30th. We believe this plan is premature for a number of reasons, including the following: 1. San Diego is in the purple tier, based on the numbers that were reported at the beginning of last week. Based on the exponential spread, it will double by next week. Going back to full class sizes when community outbreaks are on the rise will likely endanger our teachers, students, and at-risk family members. 2. Covid-19 is spread through aerosols, and these build up in indoor spaces. Plexiglass will do little to prevent the accumulation of aerosols in the classroom, increased by combining the cohort groups and doubling occupancy in poorly-ventilated indoor spaces. 3. In spite of the Governor's travel advisories, many people will have get-togethers with friends and extended family during the upcoming holidays. There have been spikes in Covid-19 after every holiday so far this year. As such, there is a high probability of community spread at our schools after Thanksgiving. The decision to move forward with the District's plans has potentially grave consequences. We urge you instead to keep the status quo, as a reasonable way to balance the economic concerns of parents who need their students back in school, with science-based recommendations which indicate the number of students in an indoor environment will increase the likelihood of virus spread.
154	Deborah Gribble	Myself	Regardless of what tier Santee is currently in, the county is in purple and staff and families live and work in the county. That is what we should be looking to determine the safety of Santee School Community. Holidays are here with family gatherings, shopping and less than ideal social distancing. Flu and rainy season makes it extremely difficult to deal with these situations. Schools are not fully staffed. Cleaning and resupplying is not consistent and no records of cleaning is happening. Also, to continue with reopening while the county is in purple is to be approved by a local health officer per the reopening plan. Who is this person? It is better to error on safety than to rush into a full campus. No physical education or recess or lunch recess, means more academic instructional time than usual with only a few minutes for fresh air breaks. I am not feeling safe to reopen for all day full classes until after the holidays in January. Do the right thing and consider all the comments that oppose the November 30th full opening. Board meetings and the district office still does not allow anyone, yet they expect classrooms to be full. We can't have one without the other to avoid hypocrisy, something far too many leaders have exhibited. I have been struggling with a lack of staff and cleaning, protocol adherence and the massive rise in COVID, in particular, with children. Listen to the community you say you are here to serve. Unprecedented times require unprecedented procedures and it is temporary.
155	Jose	I think we should continue online learning until it is safe to return to school.	
156	William Beaubeaux	Concerned citizen	I urge you, for the safety of our children, safety of our teachers and the safety of the general population, that you close in person teaching and continue with remote learning. We are fortunate to have the technology that allows for successful remote learning. I know it is troublesome and inconvenient for some, but until we get this pandemic under control we all need to work together. Let's not put our selfish needs ahead of public safety and well-being. This is only temporary and if we work together

			we will conquer this pandemic quickly. New York City is closing down their public school buildings starting Thursday. Cities across the country and world are doing the same! Please do the same. Thank you fir your consideration on this extremely important issue
157	Jenna Kolocheski	Please reconsider full reopening on 11/30. We are in the purple tier and the holidays will increase cases. Not the right time to move forward with more kids at one time	
158	Cary Ryan	My kids, teachers and family	Please listen to your teachers! Only 5% feel the district is ready for full reopen. The teachers are the ones who are in this with our kids. They are the ones who will be teaching through the plexiglass; they are the ones who will be in the classroom with 24-28 kids trying to keep them all safe; they're the ones in the trenches with our children. Listen to them! Before spending so much money on plexiglass, why weren't teachers asked if they thought this would work for teaching? I understand it's a precaution you're taking to keep kids safe, but what are we doing physiologically to our 5 and 6 years olds starting their education like this? I was worried about them starting school with masks but then to add an actual physical barrier between them and their teacher and classmate seems unfair just to have more kids in the classroom together. This will not be school. And why the concern on test scores? Of course we should all be hoping and pushing for kids to be getting the education they need and deserve but to say you'll be looking at the test scores – why? We're in a pandemic! Scores seem like the least of our worries right now. Instead why not focus on the iPad work these kids are doing? See if there's improvement there that can be implemented. Please also consider doing more teacher and parent surveys. It was the teacher union who conducted that survey and as it was pointed out, parents haven't been surveyed since the summer, a lot has changed since then. I also ask that you do not settle on a reopen date during this emergency meeting either. We don't know what this winter has in store for us as a community and as Mrs. Ryan keeps saying you shouldn't keep changing things on the parents, teachers and children. So since there are still a lot of unknowns, I suggest keeping the hybrid model until further notice. These are trying times for all and no solution is going to make everyone happy but these are our children, our teachers and our families you are putting at risk when you fill the classrooms up during the peak season.
159	Amy Olson	Hill Creek Elementary School	Keep hybrid schedule as is. It's big a risk to bring all students back.
160	Lisa Mazor	Summer Silver (Monique & Marc Silver)	Requiring kids to go back to school after Thanksgiving is a big ask. Covid numbers are rising and and there is no control of who and where the kids & their families will go and if they will contract the virus. This would leave the other family members, especially those who are already health compromised, in danger. In addition, it is winter time and colds and the flu are shared during this season during normal times. Some of the kids have very bad anxiety about the virus and because of this, the learning will be hindered. It is very important that there are options for kids and their families if they don't feel safe going back to in-person schooling. The families pay a variety of taxes and options for education should be available. Thank you for considering my comments. Handling this situation with sensitivity is very important.
161	Kelly Boyle	Myself and my children	In this situation, I believe that leaning towards the safe side is the best option. To prepare for additional distance learning options and possibly continue with the current in-person schedule that includes smaller classes. I would vote against moving forward with the phased reopening that will place 20+ students together in small classrooms for extended periods of time. I understand that this is a difficult time for parents, educators, and...everyone. But, if it is decided to move forward with the current, phased reopening plan—during flu season when we're seeing a significant rise in COVID-19 cases nationally—please consider additional options for distance learning. Currently, there is a distance learning waitlist (that isn't moving) and pulling our children out of school altogether is an actual option right now. When many of us decided to enroll our children in the in-person, phased reopening plan, it was with the hope that the state of this pandemic would have shown some improvement by this point in time. Unfortunately, this isn't the case.
162	James Bobo	We were just put into the purple tier and the country is moving in the wrong direction regarding Covid-19. I find it very hard to believe the school district is	

			going forward with opening. Our teachers and young students are all looking forward to returning to normal but not until it is safe to do so.
163	Mallory Antico	Hill Creek parent	I'm a mom of an in-person 1st grader and would love nothing more than to have her in full day again. That being said, I think the question is are we willing to risk a school or district shut down to go full-time? I'm an RN and I suspect there will be an increase in cases at school once we go full-time due to less physical distancing and larger cohorts of students. This could potentially add fuel to the fire in a community outbreak. I would much rather take a slow and science-driven approach to reopening rather than opening too quickly and then having outbreaks that cause school to close down all together. While no one in our household is in a high-risk group, I see an awful lot of grandparents at pick up. I worry about their well-being and also that of the staff. There really are no good options here unfortunately. It's awful for the kids, for parents, and for staff. But I personally would rather us stay hybrid for longer than to get stuck doing full-time distance learning because we jumped the gun. Thanks so much for all the district is doing to mitigate the risks of this virus.
164	Andie Reyes-Purpero	Love Reyes-Purpero - City of Santee & My Parents	Again - I think you should reassess after the holidays. I want to add that I do not think you should issue a return date given the unpredictability of this epidemic. Why put yourselves through the embarrassment of having to change it again? Why not tell them a date of when you will reassess? Parents will understand, they see the news & they see other schools closed. No other schools around us are opening, or even changing their phases so it won't be surprising. We now know that people are having long term problems after Covid. It is much more serious then the flu that just goes away. Don't have that on your conscience. If you know a parent in need - ask for help. There are many volunteering parents who can help anyone who needs it. Start with PTA. Shout out to the teachers at Carlton Hills! My daughter is getting a great education. Even better since the teachers have settled in to the new program. It seems as if your responses never listen to the Teachers needs which is not the case in other districts. I truly feel sad for them because they are barely acknowledged. I would have chosen distance learning if I knew how reckless your decisions would be to return to school prematurely. The US lost between 30-60k people to the flu in the 2018/2019 flu season. Covid has taken the lives of 240k in the US and close to 19k in California. You have rising cases and it will obviously only get worse with double the students in a classroom, rainy season, holiday travel. I don't know why I even write these sometimes - I don't feel heard and I don't see others being heard. Change that tonight. I would gladly put forth any effort to continue with a better safe then sorry plan. I want to believe in our district's power protect us and the community. - 36 year resident of Santee, Carlton Hills Alumni/Parent, former PTA President & Tierra Del Sol PTA Board Member
165	Diane Rudrude		Please reconsider opening the schools to full time on the 30th. I ask that you please keep schools to am/pm cohorts while the number of cases for our county continue to rise past any level we have seen before. Our teachers need to be heard and helped; they too have children to think about and guide during these unforeseen times. We need our educators to feel safe and protected; heard and not ignored. Thank you!
166	Vince Zelaskowski	Maintenance	All virtual or am/pm
167	Laura Gardner	Robert, Dean and Tyler Gardner	To our special Board of Education, I come to you with my full faith and support. With the arrival of flu season, COVID-19, and all the pre existing medical conditions many of us experience; I believe the safest, most effective, learning environment for all our children is to stay with the absolutely wonderful Hybrid Schedule! Huge kudos to ALL of you and the excellent leadership you have collaborated with your trusted and supportive community of special, unique, prideful, loving families.
168	Stacie Bartfeld		My comment is in regards to the full day reopening scheduled for Nov. 30. With the increase in cases of COVID19, I think that it would be unwise to reopen this soon. It seems to me to make more sense to stay in the hybrid model given that there are only three weeks between Thanksgiving and Christmas vacation. Reopening with all students in class just after Thanksgiving is asking for a possible rise in cases. I believe that in the best interest of staff and students that we should remain hybrid until January then reevaluate the situation at that time.
169	Amber Yale	Bianca	I feel strongly that the staff and the children to not proceed with the full days on November 30th 2020. Especially after thanksgiving break with 9 days of exposure outside the class room the potential is increased and all Californians are required to 14 day quarantine after leaving the state or anyone entering. Since most people don't do this requirement from the governor, I sugesst we wait at least 2 weeks after thanksgiving break to continue to full days. Its safer to wait. There has been over 1

			million children that have had or currently have covid 19. And thier now finding out even after recovering that humans obtain further symptoms. The vaccine is almost here I dont think it's worth the risk. It's too soon
170	Marion Rhodes	My family	Please reconsider reopening the schools to full-day instruction. The current hybrid model is working well. Let's not make changes now that COVID is on the rise again and risk getting shut down completely.
171	Joan McKeon	My 3rd grade son	Thank you so much for taking the time out of your busy schedules for this special meeting regarding (hopefully) postponing the planned full time reopening on 11/30. As evidenced by the 100+ public comments from last meeting, the parents and teachers are very concerned about the increasing numbers locally and globally. And especially concerned how the upcoming holidays will impact those numbers. I know in yesterday's meeting a council member raised concerns about how disruptive postponing the date would be to parents. However, as someone currently sharing a home with a positive Covid -19 case and having to quarantine for possibly 3 weeks or more, that is much more disruptive. If the parents have been following the news reports, they shouldn't be surprised with a delay to full time instruction. New York just announced that all schools are moving back to remote learning. I know that is something we want to avoid. Frankly, as many teachers have said, students are doing well with the hybrid model with smaller cohorts and more individualized attention. If you take out lunch and recesses, students are not really gaining much by going full time. Except more time sitting in their desks behind plexiglass and wearing masks. In addition to the increased chance of exposure to a potentially life threatening virus. One board member also raised concerns about student scores in April. I have every confidence that our amazing teachers are doing everything possible to make sure our kids do not fall behind further. And frankly, in my opinion, lives matter more than scores. Thank you for considering my opinion and for the work you do keeping our kids SAFE and educated.
172	Elena Rubio de la Torre	My son and daughter that attend to Chet F Harritt.	Thank you very much for providing this space to give our opinion. I wanted to express my concerns as a parent regarding the upcoming reopening plan for the schools in Santee. Given the number of new cases of COVID-19 we are having in San Diego county, I believe the kids should keep attending the school in 2 shifts to prevent the spread of the virus. Having less kids in the class, not eating lunch together and not having a recess where they mingle will definitively contribute to keep the number of cases lower in our community. We all know that during the holiday season (Thanksgiving and Christmas) people will go more shopping, have more visitors at home and more meals together with no mask in closed spaces. Opening the school for all the kids all day right after Thanksgiving will make easier the spread of the disease between families.
173	Joan Davis	My 4th grade son	We have been looking forward to returning to school. Our son is an only child and really looks forward to socializing with his friends and spending time learning in class. If same safety measures are being met as they are now we should be able to move forward.
174	Meghann Kemery	My family	A quarter of a million Americans dead from COVID-19. Over one million American children diagnosed with the illness. Our county in the purple tier and case rates in Santee on the rise. These are facts we cannot ignore. As a parent of Santee students, spouse of a Santee teacher, and educator at a neighboring charter school, I beg you to postpone full-day in-person instruction until it is safer to do so. Things are going well with the hybrid model and I ask that you stick with it. The current hybrid model provides safety – there are smaller cohort sizes, which allows for appropriate social distancing. They are on campus a shorter amount of time, which means less exposure to any potential germs as well as no mask-free meals. There is time between cohorts to disinfect. The current hybrid model also provides academic structure and support – students still meet with their teachers every day. The smaller groups allow students to get far more attention than they would with larger class sizes. Behaviors are at a minimum. In the proposed full-day plan, students will not be able to socially distance at the recommended 6 feet. Students will be eating together mask-free, and my understanding is this will happen indoors on rainy days. This is dangerous...and completely avoidable. Students will also be asked to sit in one spot for the vast majority of the day, with little to know play time or physical activity. Any parent knows that this a recipe for disaster. Is the current hybrid model ideal, or flawless? Of course not. It is a struggle for me, a full-time employee, to have to pick up my kids midday and then have to keep them busy while I continue my workday. However, I prefer the temporary struggle over the drastically heightened



			chances of contracting a deadly disease that full-day full-group instruction will present. Please – I beg you to push back the full reopen date until it is safer. I know it has been a struggle for everyone, but there is a light at the end of the tunnel. We have the opportunity here to keep our students and staff safe while continuing to provide that stellar Santee SD instruction in the hybrid setting.
175	Jennifer Blake		I'm very concerned about having my student in a full classroom starting Nov.30th with how high the covid cases are in our area I don't understand why you can't wait until after winter break I do not like this am/pm schedule and I want and need my child back to school but with the covid cases at such a high rate I can foresee a school closure with all the families visting over Thanksgiving and bring more cases to the school I do not feel safe for my child to return to a full classroom at this time
176	Alexis Gonzales	Taylor Veltre, Reegan Veltre , Rylie Veltre	I dont see the need to rush to full time with covid rising. I think it would be a better choice to wait till after winter break to reevaluate and plan for a safe return to class then, if safe to do so.
177	Rachel Corbin	Parent of students at Carlton Oaks	I strongly disagree with the schools re-opening for full days on 11/30/20. This is not the time to increase the amount of students in the classroom and for a longer period of time as the pandemic is at its worst yet and is continuing to worsen. They predicted this and the schools should act accordingly and take it seriously. If you are not going to reconsider, please offer a home study for the students whose parents are not comfortable. It should not be a surprise that there has been a sharp incline of COVID cases in the county. In East County we saw numerous families gathering with people outside their households and trick-or-treating without masks. If that's any indicator how families will treat Thanksgiving, Christmas, and New Year's we're looking at continued increases in cases in the next few months as the medical experts are predicting.
178	Jennifer Porter	Student	Thank you to the board for acknowledging the need to review the re-opening plans now that cases have increased around the county. Please consider that we can keep more teachers, students, and families healthy if we keep the current schedule until after the holidays. We have had a successful experience with the hybrid model so far this year. I feel this mitigates risk by keeping classes small, students spread out, and limiting time of exposure. The classes are now going to double in both size and length immediately after the Thanksgiving holiday. It is very likely that many families may gather in larger groups for the holiday. I think this could increase the chance of positive cases in the district. Students are only in class for another 3 weeks until they break for the holidays and gather with family yet again. What are the negative repercussions for keeping the schedule as is for only 3 more school weeks this year? Let's see what things look like in January instead and plan for a solid start to the new year after the holidays. For my own family's sake, I no longer want my son attending school in person as it is not worth the risk of getting his grandparents sick, who help watch the kids so my husband and I can work. I also think we are putting a lot of stress on teachers, who have to manage larger class sizes. I still haven't figured out how Kindergarten teachers are going to keep 25 children separated and in masks all day. When I try to imagine it, I think that kids would look happier and more free in their smaller hybrid cohorts. Please, let's take care of our teachers and elderly family members and keep what works.
179	Shannon Rowe	Parents and children	I can understand the concerns some people have about the questionable increase in cases that are being reported. We all need to take into consideration that more people are being tested and with more testing, there are more reported results. Putting aside all the opinions about the testing and results, what we need to take into consideration is our children's need for an education. The schools are doing a great job in taking precautions for their safety and our children need full-time teaching. If we want to have a generation that is not special education, we need to get our children full-time teaching by our outstanding teachers. Thank you.
180	Michelle Johansen	Teachers	First, I would like to thank you for having this special meeting. This is important for all involved and the fact that you are willing to take the time to reevaluate this is wonderful. Yes, we will have 3 weeks if we stay on Nov. 30th, however, once we have retaught the rules and procedures with the whole group and did the fun things the week before Winter break there is not very much time. We need to be able to adapt and adjust. Just because you feel one way does not mean it is the right way. I

			understand that not everyone will get their way, but just as parents and teachers do, we adapt. We have adapted to every change that you have thrown at us. I feel that the board also needs to adapt and realize that things change and not be stuck with "This is the way it is!" Thank you
181	Sarah Lathers	Myself	I urge the board and Dr. Baranski to consider the severity of this illness, especially given the rising numbers in both San Diego and Santee, when discussing a full reopening. I do not believe setting a date for full reopening is feasible until after we see how case numbers are affected due to the holidays. I strongly encourage you to halt plans for a full reopening or for setting a full reopening date until the January board meeting. Please know that my students are thriving in the hybrid model. The ability for me to have much more personal time with my students, due to the lower class sizes, has not only strengthened my relationship with them, but is also helping me to produce some of my best writers and mathematicians in years!
182	Ellen Silver	Marc and Monique Silver	As a grandmother of many elementary school children, I feel that going back to school is a detriment to these children. COVID has gotten worse in November and why should they be put in harms way. Also for children that have special needs why send them to a different school or district. Anxiety plays a big part in most children. Please let's do virtual learning until we get a vaccine and some control over this virus. Thank you for you consideration on this subject.
183	Annette Luong		I understand in person schooling is extremely beneficial academically and emotionally for the kids. I know my kids definitely benefit from in person schooling. My concern is the school has taken precautions to help prevent the spread of COVID-19 with modified schedules/accommodation that still resulted in 3 positive cases at the school. With the current school schedule there are less students at the school at one time. With the school returning to full re-opening there would be more students and staffs which means a higher chance of exposure. If restaurants are not allowing for in restaurant dining, gyms not allowing indoor workouts, theaters not open, even with social distancing and mask then how can we ensure kids and staff to be safe in an enclosed space?
184	Heather Fuentes		Please reconsider the full reopening of our schools. Our county has entered the purple tier-this is not the time to move forward with mixing cohorts. Students are catching up on their learning loss with this hybrid model and we have been able to do so safely. The benefits of full day reopening do NOT outweigh the risks. Please reconsider the full reopening on 11/30.
185	Sidni Olea	Myself/family	I'm unclear why there is even a question about keeping the status quo or closing all together, this seems to be the safest course to stay on at this point. Are we up against a time line that we are unaware of? Why risk teachers, staff, students, and everyone's family with the cases being exponentially higher than when the decision to reopen full time 11/30 was made? And why risk it during a time when people will be coming from celebrating the holidays with extended family. Can we please stop all the back and forth and agree that the best time to consider full time school for the children is mid January? Once the holidays are over and a two week holding period for symptoms to become evident.
186	Erin Enslow		As San Diego enters the purple tier again, I am wondering why the board still is moving forward with bringing all students back in the classroom at the same time. Right now with the smaller class sizes I am able to manage student behaviors and maximize learning while still maintaining a somewhat "normal" classroom feeling. I'm asking that you please keep the AM/PM model so that we can continue to foster a love of learning during the weirdest time of our lives.
187	Donna Weaver	Staff and students	Santee School District Board- I'm asking you to please reconsider pushing the full return date until January, at the very earliest. While the county's numbers are rising putting us back into the purple tier, our teachers have gone above and beyond to make this hybrid model successful. Our students are happy, they are able to see their friends and teachers in person, and the smaller class sizes allow the maximum amount of learning while still ensuring safety. Please, for the safety of our staff, students, and families, delay the full day return until after the holidays.
188	Dennae Lovell	Teachers	First, I would like to personally thank Ken Fox for taking teachers, staff and parents concerns about returning on November 30th. I don't see the need to rush a full day reopening at this time for many reasons. • Students are thriving and excited to be at school learning EVERYDAY in the classroom. • Potential exposure to COVID 19 during the holiday season while many families will be traveling and meeting with extended family puts students and staff at risk. • The smaller class size makes it so teachers can focus on individual students and the needs they have. This will no longer be the case when we go back to having 24-30 students in class. This schedule has allowed staff the opportunity to be able to work with each student on a more personalized,



			individual level. • We will never have this opportunity again to have such small groupings of kids to work with. Why rush this when it is such a positive thing to happen during such an awful time? • January 19th will be 15 days after the holiday break where students may be exposed to show symptoms, so only an AM or PM cohort would need to quarantine, rather than the whole class. Again, I hope you will consider the January date at the emergency board meeting because a delayed full opening is in the best interests of students and staff.
189	Charlene Alsbaugh	parent	Within days of each other we received notices from both my son's school and my daughter's high school that they were both in a direct exposure group. We are fortunate that they both had a negative test results and have not sick, but it is clear that the virus is more active in Santee than we would like to admit. While my son is doing better academically since returning to campus and I would love for him to have more direct instruction time, I don't think the timing is appropriate to increase the number of students that are in the classroom at the same time.
190	Michelle Chase	Teacher	I have been a teacher in Santee School District for over 20 years. I love our district and how we always put students first. I am concerned however, about reopening on November 30 under these conditions. I am thankful that our district is putting so many measures in place to help keep our kids safe, however, I am very concerned about the plexiglass barriers that were installed at our site yesterday. They are a physical safety issue. Right now, with only 12 students in my class, we have difficulty getting to the door. We need to go through other students' desk spaces to get to the door and can only do this because half of the class isn't here and their chairs are pushed in. When all of my students return and are sitting in those chairs with backpacks on the backs of the chairs, there will be limited access to get to the door quickly in the event of a fire, earthquake, or other disaster. We are putting students at great risk because they will not be able to evacuate quickly. This has created a very unsafe environment for students and teachers. I am also concerned that we are being encouraged to not have Thanksgiving gatherings with our own families, yet we are about to put 20+ students from all different families in one classroom all day breathing the same air. We are sending a mixed message. Please reconsider reopening with all students in class together until we can do so under normal conditions. Thank you.
191	Kirstin Peters	Parents of children in the district	I am a parent of 3 children in the district and reside in a household in which both parents have been required to continue working in person essential worker positions during the pandemic. As hard as it has been to juggle distance learning and alternate work schedules I feel the option that provides the most stability, mental health benefits and safety for our children, school staff and families is to continue with the AM/PM hybrid model until community spread is flattened and/or declining. I feel coupling the Holiday season during COVID Fatigue and the initiation of fulltime classroom attendance is irresponsible. The extra time spent at school would include a lunch break, fresh air break and most likely the use of i-pad apps our children are already doing at home. I do not feel keeping our children at school for a longer period of time will benefit them in anyway and may lead to an increased impression that they do not need to abide by public health recommendations and guidance.
192	Mary Singh	There is no need to rush into a full reopening with the case rate being at an all time high and a huge gathering holiday (Thanksgiving) just days before full time classes should start. The kids are already benefiting from attending in person in small cohort groups in which they are able to stay 6 ft apart but still have in person instruction and some social interactions. It seems reckless to not hold off on a full time reopening especially through the holidays like all other districts have decided, it's what is safest for not only the children but for the teacher, staff, and families of these children. I really hope Santee School Districts considers holding off on the full reopening until sometime after the new year.	
193	Kelli McGowan	Pepper Drive	I do not believe that we are in a position to return to full class size at this time. My daughter was sent home due to a positive case in her class, this was a big disruption to our schedule and our teachers. My suspicion is that this will not be the first time, certainly if we are expected to return full time.
194	Ben Coon	I haven't seen and continue to not see anything that would warrant continuing to subject children to lockdown measures. They aren't being harmed by this virus, only by the overreach our government continues to demonstrate by closing down parks, schools, early on the closing of clinics and canceling of medical procedures, etc.. We are more than capable of operating during these times in a safe manner (i.e. staying away from family members who are in the true at	

		<p>risk groups) with gov agencies taking an advisory role, not strong arming us. We don't need to place harmful lockdown measures on kids. I'm confident that those who may be afraid to work in the schools can be accommodated, but the best possible practices for kids education should remain. Subjecting them to anything less and the economic and mental health issues that go along with that should be avoided. Our kids well-being and education is essential, and so are all of our jobs. Please keep schools open, we're not in the middle of a case-demic. Cases may be up, but pretty much all other indicators are down.</p>
195	Lisa Kenyon	<p>With all due respect to Dr. Baranski and the Board-We need to look at the facts not "I think" or "I believe". 1) There are 3.3 million people in SD, 66,382 cases, which is .02% of the population. 2) Abuse, suicide, depression, anxiety in kids has gone up significantly (statistics can be found online) not just in US. 3) Most parents have exposed their kids to family, friends, people at stores, etc. 4) Approx 85% of Santee families want their kids back in school. Typically the minority objects the loudest that is why I decided to comment for the other side. 5) The video posted on our website from Rady's hospital says child transmission is low. Those are the facts. I hope that's what you base your decision on. Thank you for your time!</p>
196	Brenden Darsey	<p>Please reconsider reopening schools on 11/30. This country is dealing with a significant outbreak, opening more things will only make it worse. Kids, teachers, and the families will be put at risk by doing this. Also, it doesn't exclusively impact people that attend school, it impacts the entire community. We all use the same grocery and convenient stores. We all use the same restaurants and shops. Please consider pushing back reopening the schools until at least, after the holidays. Everyone's safety is at risk.</p>
197	Ryan Darsey	<p>This board should be putting the health and lives of children and teachers first. It is appalling to force children and teachers to return to the classroom during a deadly pandemic and when San Diego County has gone into the purple tier. This is not political this is about public health and doing the right thing. It is completely irresponsible to not put the lives of children and teachers first. Do the right thing.</p>
198	Julia Partridge	<p>Given the increase COVID 19 cases and the expected increase in community spread after the holidays due to family gatherings, I am against moving to the next phase of the reopening. While I understand the challenges of having children home for half a day, the answer to those issues would be to provide working parents with more support for the times when their children are not at school, rather than to bring all children back when infection rates are as high as they are. I note that disruptions due to exposure and quarantining will also be disruptive to a parents' work schedule, as there is no way to plan for exposure, whereas one can plan around a set hybrid school schedule. I understand that there are some in this community that think the virus is "not that bad" or that because children are generally in the low-risk category schools should be able to reopen, but the fact is children DO get sick, and some get very ill, and nobody knows whether their child will fall into this category until they become ill. These considerations are, of course, in addition to the consideration of the health and wellbeing of the faculty and staff, some of whom are older, in high risk categories, or live with at risk individuals. Multiple schools in our local area have had to close after reopening due to COVID exposure. Whole school districts across the country are shutting down to prevent further community spread. Why are we not learning from their experiences and staying in the current phase? Finally, if there is a plan to fully reopen, there should be a robust plan for frequent testing of students, staff, and faculty. Early detection and quarantining would go a long way in keeping the virus at bay.</p>
199	Jessica Graves	<p>1st grade daughter at Hill Creek</p> <p>Opening the district to full days of learning is playing a dangerous game. As you know, positive Covid cases are turning up in record numbers across the county and the nation. Several school districts across the nation have already cancelled in-person school completely including those in Michigan and New York. Just today, SDSU has cancelled all in-person classes for the rest of the semester. My concerns include the following: all students starting at the same time every day, the inconsistent schedules that are going to happen when classrooms have to quarantine, and unknown long-term health effects Covid exposure will have on our children. All students starting at the same time dramatically increases foot traffic which will dramatically increase the risk of exposure for everyone to Covid. I see parents every day at pick up and drop off not wearing masks on school property, yet dropping their child off right at the gate. Next, young children need consistency in their lives to thrive and learn. It's already hard enough on them not being able to live their lives as they normally would be able to. Having to flip flop back and forth to quarantine is going to hinder all of our children's ability to successfully complete this school year. Last is the concern for long-term effects on health due to Covid exposure. We are already seeing that "cured" patients are still holding Covid cells in organs like the heart causing major health complications such as Myocarditis and Atrial Fibrillation. We've seen Covid patients that</p>

			were other wise very healthy individuals getting double lung transplants due to this illness. We simply cannot sacrifice our children to be statistical guinea pigs. Our children have been able to ward off this virus because we hae been making the right decisions, up until now, to keep them safe. I strongly urge the borad to seriously reconsider the decision to open to full-time learning. Our children's and families lives depend on it.
200	Julie Mattas		the county metrics now have closed all indoor activities and how is it safe to have a full class of 25+ kids in a room if everything has to be outdoors? Im considered at risk and it makes me very nervous for other people at risk as well as to what the kids would be bringing home from being exposed to such large numbers in classes
201	Chris Peter	Ethan Escudero	Our grandson, Ethan Escudero, attends 1st grade at Rio Seco School. My wife and I, who are both over 65 with underlying health conditions, take care of him in our home after school and help him with his homework and distance learning. We are quite concerned that he could become infected with COVID-19 if full time classes with all students present resumes. I am a PhD microbiologist with more than 36 years of experience working in public health as Director of the San Diego County Public Health Laboratory and also as a consultant for the CDC. It is my belief that you should not resume full time classes because the risk of spreading COVID-19 into the community through infected students is much too high.
202	Nancy Bobo		With COVID-19 numbers increasing so much recently, I feel this is a terrible time to have full in-person classes. It isn't safe for students, teachers, or parents.
203	R Brown	Pride academy	We have had an incredible success rate opening up the school as we have. There have been no cases reported this entire time with kids in the after school care since it was reopened at the first point of covid, and remains successful. If Newsom can be at a party, we can educate our children that have suffered long enough. Our children need socialization. This means even just being in the presence of others. Many children suffer from anxiety and depression and need a sense of normalcy. Its also hard on working parents to juggle at 2 hour work day. I think we should re open the school as was scheduled
204	Danielyn Flores		As a parent that experienced a level 3 quarantine I feel that it is too early to reopen. If we continue to escalate on the number of positive in the county, why would we fully reopen if its worse than when it started? or even back to square one? We should continue to take the measures needed to do hybrid learning until numbers are down so the risk is lower overall. Especially it we dont have the option to change our mind and have our hybrid learner go to full on distance learning at this moment.
205	Betty Grable	teacher	I implore you to reconsider your decision to bring back all students to school Nov. 30th. It is irresponsible and illogical to bring students back to school at full capacity while the community around us is tightening restrictions. The school board isn't even having opening meetings, employees cannot and walk into the district offices to pick up or drop off documents, paychecks etc. yet it's acceptable to bring student back to campus full time and full capacity. It makes no sense. The hybrid model we have allows students to be at school in a safer manner and it works well. It would be awful to have to shut schools down and go back to distance learning, no one especially teachers, wants that. Hybrid is harder and more planning and work for teachers but we are happy to do it because it's working and we despise distance learning. Please help stay in the classroom safely with our students. Please show you care about students AND teachers.
206	Veronica Vanderhyde		The benefits for having kids back in school full time outweigh the minimal risk for having them at school full time with a full classroom. Our children need to be back in school learning full time. Please continue with the plans to have them go back on November 30th, as planned. Thank you.
207	Sharlyn Rocha	Ryan Rocha	Please, let our children go back to school full time. Those who do not want to attend have that choice. Our choice to attend school should not be taken away from us. It is damaging for children to be denied education and hurts them in their learning and psychological development. Covid is not dangerous to most people and those who are at risk can isolate. Our children need to be with their classmates and their teachers. Please, allow us that right.
208	Ashley Mullins		Please continue with the plan to return to full-time in person learning on November 30th. Our children need full time instruction from an actual teacher, rather than relying on parents who are not trained and certified to teach the subjects being taught. We are watching our children fall behind, and it will only get worse the longer we prevent them from returning to a full day at school. Please let our children's education be a focus before their regression has amounted to so much they can't

			manage to get caught up to standards. Our school, Sycamore Canyon, is doing an incredible job implementing safety procedures, and I believe they are fully capable of maintaining a safe atmosphere for our children, as well as staff, with full days. If we believe in the science of masks and social distancing, we should be comfortable letting our children return with the plan as scheduled, knowing they are masked and distanced to the standard set by the CDC.
209	Krista Dupps	Myself	It has been very beneficial for my children to have the opportunity to be back in school under the current am/pm hybrid model. We have been looking forward to returning to full day on campus instruction as well. We would be in favor of the district moving forward with full day campus instruction with all of the planned pre-cautions. If that is not possible, we would then alternatively be in favor of staying with the current am/pm hybrid model. We feel that there are real benefits to the children being able to be in school if that is appropriate for their particular family situation. Additionally, we feel that the school and the district have done a good job of putting sufficient health protocols in place that makes the school a safe place to be.
210	Megan Houfek	Teachers	I am frustrated with the board's decision to move forward with a full return to school on November 30th. Cases are rising in San Diego and things are shutting back down to help slow the spread, so it seems irresponsible to increase the number of students in a classroom as well as the amount of time they are in the classroom each day. Why put students and teachers at higher risk when we currently have a plan that is working and is allowing for kids to be in the classroom? It is upsetting to hear that the board does not think we are providing our students with a quality education simply because we are on a half day schedule. My students are all currently getting more one on one support and individualized instruction on a daily basis than they ever have with a full class of 24. With the smaller class size, teachers are able to spend more time supporting and getting to know our students. I have seen so much growth academically and socially so far this school year and would urge the Board to reach out and hear from teachers if they still think that we cannot be successful in providing a quality education for students with this hybrid model. Sitting in a desk wearing a mask for 6 hours is not what is best for students. I am so proud of how my kindergartners are handling wearing masks and staying at their desk for 2 hours and 45 minutes, but I think it is unfair to expect them to do this for 6 hours every day while also receiving less one on one interaction from their teacher. They will not get recess or the opportunity to play with friends, they will not be allowed to gather on the rug for a story or enjoy the benefits of flexible seating but will instead sit at a desk in a mask behind plexiglass all day. We are doing a disservice to our students if we rush to return full day before it is safe to do so. I believe that pushing back the opening date to January 19th is best. It will allow us to see how the numbers look two weeks after our holiday breaks and will give the district more time to prepare for a successful reopening.
211	Brittany Dishler	Two daughters 3rd and 6th grade	I sincerely hope that the school moves forward with the reopening of school as planned. I can speak for my girls when I say they need the personal interaction with teachers and class mates. I am a working essential employee and single mom. I provide as much help as I can for my girls at home but a lot of what my 6 year old comes home with I can not help her with. Also I have seen a significant improvement in their grades and learning since we have returned to school. My youngest daughters reading level fell during the quarantine and she is now just starting to pick it back up to be at grade level. I know in speaking to my daughters who attend Chet F Harritt that the school has been very good at keeping safety protocols upheld and distance between students. I understand there could be some concern but I believe that not moving forward could cause more harm to our children than not. We can resume studies at school, be safe and succeed in improving the education of our kids.
212	Jack Smith	Virginia Smith	While I understand that there has been an increase in COVID-19 cases across the county, I am also aware that a vast majority of them are affecting the 20-29 year old demographic, which I understand to be among the least vulnerable to the virus. I am also routinely checking on the Santee School District site and do not see an uptick in the number of cases among students or staff. I would enthusiastically endorse maintaining the plan to open schools further on the 30th.
213	Crystal Chouinard	Parent	I was so relieved at Tuesday's meeting when you decided to revisit the date to return to a full day schedule. I understand how hard it must be to make this decision and I am sure it is a heavy and stressful burden to carry. I know that you all have the best interests of Santee children in mind and for that I thank you. It is true that Santee is still in the red tier but we do not live in a

			<p>Santee bubble or even a red tier bubble. Most of the cities around us are in the purple tier and as mentioned in the last meeting not all staff and students live in Santee. I see parents not wearing masks during drop off and pick up and I worry about the poor choices that families might make over the upcoming holidays. A recent survey found that nearly 40 percent of Americans say they will likely attend a gathering with more than 10 people, and 33 percent of those surveyed will not ask their guests to wear masks. This makes this year's Thanksgiving holiday a potential super spreader event. I would hate for our teachers, students, and families to suffer from the impact of Thanksgiving in addition to returning to a full day schedule. As mentioned in Tuesday's meeting, there hasn't been a parent survey since June/July. I think it would be wise to postpone the return to a full day schedule, conduct a parent survey to determine the feelings and needs of our Santee families, and continue to discuss the best date to return, ideally after the holidays in mid/late January. I would suggest you continue to move forward with adding the additional safety measures (shields for desks, lunch tables, etc.) and give teachers and students time to adjust and work with these new protective measures while in the safety of the smaller am/pm hybrid classes. Change is hard for all of us and we are all dealing with so much change and stress right now. Please don't add the additional change and stress to our teachers, students, and families when the hybrid model is working. We received my son's report card and he is doing great. I was so worried that he would be behind due to distance learning and summer learning loss but he has bounced back beautifully in the hybrid. I realize that this might not be the case for every student but I felt it was worth mentioning. As you continue to move forward please consider increasing the communication, signage, and enforcement of masks to parents. We have to work together as a community to keep everyone safe and high-quality education for our kids. Thank you for doing your part to provide a great education to our kids while keeping them, their teachers, and our community as a whole safe.</p>
214	Robert Arnold		I think reopening full time should be considered for January 2021.
215	Diana Deckert		On Tuesday, prior to our knowledge of this meeting, my 13 year old and I were just discussing how and why Santee school district might bring back all students together, after Thanksgiving. It's not clear to us how students would be able to distance themselves, when there will be twice as many present as there are now. Moving forward with re-opening just seems counter-intuitive, when Covid cases are rising exponentially. My daughter even asked me to send a letter to the district! It is rare that my teenager and I so readily agree about something. We do not think that school should re-open any further.
216	Kaitlyn F	3rd Grade Student	I urge you to reconsider a full re-opening and move to January. I am anxious to have my kids back, and I applaud your efforts so far, but no is NOT the right time. I fear that opening during a time when cases are on the rise is negligent. I also worry that although my family is safe, others are not. That if a kid from my daughter's class comes in sick, that she will be out quarantining over the Christmas and missing yet another holiday with her family. So much has been taken away from them. Waiting 4 weeks will be well worth it! In all honesty, most kids "check out" mentally as winter break nears and very little education is absorbed. January would be so much better for millions of reasons.
217	John M	Choice	The best thing about America is freedom. Choice. I won't make unfounded claims about my "feelings" or the "potential disaster"(remember in March when the gov said millions of Californians would die?). Instead, my comment is to encourage the board not to delay the start of full time for the children who want to go back full time, while also allowing for the parents who don't, to go full time from home. Giving people choices will always allow for the highest amount of satisfaction amongst your audience. It is odd, that if people are afraid of disease spreading, that the thought process is half day won't spread it but a full day will. Covid doesn't come out after 3 hours. That logic is erroneous. Please, allow people to choose. Don't force anyone to do anything that they don't want. I would suggest taking the hybrid off the table. Full time in person or in home. And if the situation is so dire, the kids shouldn't be in there at all.
218	Stephanie Ramos	Gordon Ramos	As both a mother of a Rio Seco student and a scientist for an organization researching COVID-19 and developing a vaccine, I strongly discourage reopening schools to regular full-time schedules. Rather than the hoped for decrease in infection rates, we are now seeing steady rate increases that are only bound to increase further with the approaching holidays and colder weather combined with reduced mask use and household isolation we're seeing over time. It would be far more sensible and safer to

			wait until after the holiday season, when social distancing is bound to breakdown, to reopen after evaluation of infection rates. If schools are reopened before and during, and then we see further infection rate increases, it would be too late to turn back the clock and prevent potential spread throughout our schools and to our children's susceptible relatives, neighbors, and friends.
219	Rob Fox	Gavin and Ava Fox, students at Chet Harritt	While cases may be rising 'dramatically', deaths are not. Throughout this 'pandemic' the IFR (infected fatality rate) among age groups 0-65 has been an average of 1.2% or 98.8% survival rate. Children through this crisis have never suffered substantial mortality rates from this virus and it has been shown that they are not the super spreaders that they were thought to be. In addition, what the County and CDC are not telling us, is that the PCR test that is causing all these positive results doesn't differentiate between COVID, SARS, MERS, H1N1, the flu or the common cold. A positive case can mean being positive for any one of those maladies. Furthermore the vast majority of these cases experienced extremely mild symptoms or were completely asymptomatic. By the CDC's own data, anyone can infer that this virus has been completely overblown, highly politicized and is no more deadly than seasonal flu when taken into account that only a small number of the covid death toll died 'from' the virus as opposed to 'with' it. That distinction is important because by our own county medical officer's admission, as well as several others, people who die in car accidents, are in hospice or die by other means will be listed as COVID deaths just because they incidentally has the virus antibodies in their system. What has not been in question throughout all this is the impact on our children: mentally, physically and emotionally. Our children are suffering needlessly while we keep schools closed or on modified schedules that come nowhere close to fulfilling their educational and social needs as they learn and develop. The crisis is not Covid-19, instead it is the suicides, drug use, lack of social interactions, domestic abuse and failure to be provided an education which is the crisis. Our children need their schools open! The WHO has even come out and said lockdowns do not work and are detrimental to society in all aspects. Multiple European countries have successfully kept their schools open throughout all this without death rates soaring as the fear mongering media would have you believe. In short, open schools NOW!
220	Amy Adams	Concerned Parents	We strongly urge the Board to pause on reopening schools 'fulltime' with full classes, until after the Holiday season. Please allow 15 days POST Holidays before returning to school fulltime as well. This will help limit the risk of further spreading covid. Family and friends will be gathering over the Holidays, and by delaying full time return until January 19th or later, will help minimize the risk of further virus spread associated with full classrooms. This hybrid model has been working really well! Kids are getting quality, focused time with their teachers. Please Listen to the teachers, who are on the frontline. The teachers and the school administrators are putting in the hard work! Teachers are expressing their concerns that their classrooms are not ready. Why the rush to get back to fulltime, when we can delay until after the Holidays and have greater peace of mind, while our children are still receiving quality instruction. Thank you for your consideration.
221	Kay Richards	I am 100% in favor of schools reopening, in particular CAJON PARK ELEMENTARY in Santee, CA. My daughter is in 5th grade there. I feel she is completely safe there and have complete trust in the principal and the teachers there. I know they have the welfare of the children and their parents with the decision to open fully on NOV 30, 2020.	
222	Helen Rosati	Teacher	I strongly urge you to extend the current hybrid model, long enough for the declining infection rate to no longer disrupt or interfere with the educational process. Moving forward will create more instability as COVID cases increase and classes are forced to shutdown. Vista Unified School District chose to return to full time in-person. In three weeks, they had to close five campuses. These shutdowns are not only emotionally distressing for students and teachers, it also disrupts their learning. Our students need as much stability as possible and increasing class capacity will only increase the instances of class shutdowns, thus negatively impacting the "fragile normalcy" we are trying to create. Please consider not reopening until after Winter Break, after the effects from the holiday gatherings have been assessed and the county is no longer in purple tier.
223	Desiree Holdeman	Jack and James	The schedule as of right now works best for my family of 5. I am so very thankful that our district is at least doing a hybrid schedule compared to other districts. I am also concerned with going full time as cases are increasing and risking a complete



			shutdown. Both parents are in law enforcement (no work from home option) we are so fortunate the hybrid schedule has been working!!!!!! We'd really hate to screw it up now...
224	Elizabeth Butterfield	Retired Santee Teacher	One of the most powerful tools of a school board is the ability to acknowledge that circumstances may have changed and to adapt to that change. Six weeks ago it may have seemed reasonable to consider November 30 as a date to move to full time. However, it is now clear that San Diego county is experiencing a surge in covid cases and has moved back into the most restrictive tier. It is clear that the most prudent choice would be to push back the opening date to mid January, when this current wave has subsided. Meanwhile, we trust in our teachers and administrators to provide a quality education to our students, as we always have. They are the heroes in this battle against covid. Let's support them with a wise choice.
225	Christine Hartpence	Self	I strongly feel it is of the utmost importance that we allow our children to return to full time schedules starting November 30th.. Even the middle school ages! There's no reason you can't have physical education time with socially distanced outside activities. I also don't understand why electives can't be offered as well.
226	Larry Hartpence	My Children	I strongly believe the district should continue forward with its reopening plan to send children to school full days starting Nov 30th 2020. The district has done a great job adhering to guidelines and establishing regulations to keep them safe. If we always wait for everything to be totally safe, we will never go be able to go back. The district has gone to great strides to help prevent any spread of covid or any sickness for that matter, and must stand firm in continuing down its current path to reopen. I strongly urge the board to maintain the established decision to go to full school days.
227	Rebecca Smith	Parents of a student in Santee School district	We are and have been watching the statistic posted in the Covid Dashboard at the Santee School District website. We are thankful that this information is here and available. It gives us the ability to make an educated decision for the health of our child, instead of guessing and only receiving updates through the media, as most of our friends in the San Diego School district. Given the data we've seen here, coupled with the outside statistics and what we know of the Corona Virus and its effects on children, our family is comfortable with our school district continuing down the path of reopening fully on November 30. We see the statistics of the county on a whole and feel that the decision being made by lawmakers is not out of the given scientific evidence. We can't take our leaders seriously. At the time of this very meeting, there is a group of 100 politicians from California and Texas whom have traveled to Hawaii for a conference. And I wonder how many parties the Governor has gone to and gotten away with, all the while tightening the noose on the businesses, schools and families of California. After all, his children go to a private school and are in school full time currently. As parents, we see and feel that the negative effects of not being in school, out weigh the the good. As with most parents in the community, we are a family where both parents have to work. In our experience this spring and then again the first part of this semester, the strain on our household to get everything done in a day was tremendous and, at times, detrimental to the fabric of our family. And we have 1 child. We can't imagine having multiple children in multiple levels of study. The pressures of our jobs did not go away. We used our work time to help our child with her school assignments, then continued on our own to find ways to fill in the gaps left by not having physical education, art, history, social studies, geography, reading etc. Once that part of our day was completed, usually around 3 or 4 pm, we would go to work at the jobs that pay the bills. We alternated the duties of parenting and work which left no time for FAMILY or ourselves. This left us resentful of each other and dare I say, truthfully, our child at times. We took ALOT of deep breaths and counted to 10 countless times. We are discouraged by what we see as fear mongering by the press and the government of California. There are other diseases more prevalent then Covid that are killing the citizens of California at a higher rate than Covid. Now that those illnesses are going untreated due to closures of clinics and dr. offices, its even more evident that the closures are NOT for our protection. New statistics show that the majority of cases are not coming from Bars, restaurants, gyms, or churches but from homes and in home gatherings where families have been forced. The recovery rate for this virus is 99.97% and I can live with that. Nobody talks about the recovery rate or the negative testing statistics which are in outer space compared to the number of people within the Santee School district that have been ill. Parents who do not want their children to be exposed to Covid still have the ability to keep their children at home for online learning. Give everyone the

			opportunity to make that decision now based on what ever new data you are offering. We want our daughter to stay in school and to continue back, as close as we can, to her normal life. Thank you
228	Marcel Williamson	We are not comfortable with transitioning to full time in person Nov 30th. The numbers are increasing, we are now in purple. We have already been exposed with kids testing positive on a part-time basis and will only increase with everybody retiring to full-time.	
229	Karen Nylund-Lieb	My two children who attend Carlton Oaks	I am very concerned about the decision to reopen at full student capacity while cases are rising so rapidly in the county and state. There is a very real possibility of students returning on November 30th after gathering with large families and friends for the holiday, as we witnessed by the large number of county cases happening after Halloween. Doesn't it make more sense to keep our children in their smaller cohorts for three more weeks, then do our best to get through the holidays safely so the kids can return full time in January? If we all do our part, we will see case numbers lower at which point the district could safely reassess the full reopening upon returning in January.
230	Napoli	The only way to get through this is to push through it. The kids NEED school! Statistics show Covid can be serious for elderly only. Closing schools or moving to online will do serious damage to the fabric of our youth and communities. Let's treat this according to the numbers which are close to the flu and live our lives. We are all free Americans that want the same thing. Come on everyone, the answer is clear as the day is beautiful, OPEN UP!	
231	Rosemarie Lambert	Makayla Sampson	We prefer to send the children to school with the precautions of face mask and distancing
232	Sandra		A slower more balanced approach (staying hybrid) is the right choice. Teachers do not feel safe with a full reopening on Nov. 30. Safety should always come first!
233	njenga	Parent	Several covid cases has been reported in our schools and the health of our children is paramount.Let revert to online classes until the safety of our children is guaranteed.We are putting our teachers /children at risk Please save our children! .
234	Robert	My wife	My wife does not feel safe teaching with the full reopening plan. All of her colleagues feel the same as she does about continuing with hybrid only until a vaccine is widely available to keep everyone safe!
235	Bonnie Wilson	Teachers, Students and Family Members	Good afternoon Board Members, My name is Bonnie Wilson, and I am a Santee resident and the parent of 4 children who attended school in the Santee School District from Kindergarten through 8th grade. My oldest daughter is currently a teacher at Rio Seco for students with special needs. Her desire to teach is a direct result of the education and mentoring she received over the years as a student in the district. During my time as a parent of students in this district, it was consistently encouraging to see our school staff, teachers, families and board members (at that time) work together to provide a healthy, positive and safe learning environment for both students, their teachers and the school communities. These people were always forward thinking with the student's and teacher's best interest in mind. It is disheartening to see, hear and read about such a drastic change to this once healthy relationship between the groups that comprise our schools and community. As a member of this community, I am concerned now more than ever, of the board's plan to reopen fulltime on November 30th, especially considering the recent rapid increase of COVID-19 19 cases and the County being moved into the Purple Tier. I would ask that you please reconsider this reopen date until after the winter cold-flu season and once the County has moved into a safer tier. It is careless to push this reopen date when the schools are already challenged to meet the safety guidelines in the reopening plans as posted on the district website. Only one school in the district has had plexi glass barriers installed on student's desks, and this installation process just began on Tuesday, November 17th. It should be noted that these barriers are only being installed in general education classrooms, the special education students are not being provided this critical safety measure. Additionally, and of equal importance, is the fact that the communication from the district regarding these barriers and classroom conditions-modifications do not specify that special education classrooms will be excluded. Rather, these communications would lead the parent of a student with special needs to believe that every precaution provided to the general education population would also be made available to their students, when in fact, they are not. Teachers have risen to the occasion to provide meaningful instruction at a time when going to work can be literally life-threatening for some and their families. This threat is real for my daughter, as her father (my husband) has been undergoing treatment for cancer during this



			<p>pandemic and her ability to spend time with him is hindered by all the extra precautions she must take just to see him given the risks she takes every day by going to work. This threat, for many, triggers anxiety in teachers and parents alike, only increasing the health risks of all involved. It seems reckless to push reopening when you consider the number of students, teachers and staff (households) interacting approximately 5+ hours a day when State and County guidelines recommend a total of 3 households at any given time should only meet outdoors, with masks and for a maximum of 2 hours (when gathering). It is odd, and particularly concerning that the board would push for fulltime reopening at a time such as this. I ask that you reconsider and postpone this plan. Respectfully, Bonnie Wilson</p>
236	Annette Saul	Annette Saul	<p>Santee has been a leader in opening schools during COVID. The hybrid schedule has been very difficult to navigate with multiple children but has been worth it. The increase in their grades has been tremendous as well as the increase in their happiness. The full time schedule is still not good enough for Junior High, but is better than the hybrid. Distance learning is not good for kids and is much more harmful than COVID. Please continue with full re-opening and consider a way for Junior High to get electives.</p>
237	Theresa Dowers	BRONSON DOWERS	<p>I was formerly a DOU/Cardiac nurse and as of 2/20 am now a nurse on the strictly COVID positive units at Sharp Grossmont. I would quickly like to share my opinion on the matter at hand. While I'm the first one to admit I was ecstatic that school was reopening in September I couldnt help but feel a bit of guilt sending my "vector" off to possibly infect others who were considered high risk seeing that I was treating or attempting to treat the same population of people. I have many friends who are educators and they differ in personal beliefs and opinions on going back to work. While I've been impressed with what was able to be accomplished quite frankly in what I thought was an impossible amount of time I think that we dont quite grasp what's ahead of us in the future months to come. Yes we know more, a tiny percentage more, nonetheless more than we did in the beginning about this Virus, I can attest to seeing a shift in who is becoming ill. My patients have gone from 70's and up all with comorbidities like COPD, diabetes, obesity etc. To an average age of 50 but I've also treated a number of patients in their 20's and 30's. The numbers could be read to say the death rate is dropping but that doesnt mean these patients arent coming back within weeks to months and dying of illness due to the treatments they recieved ie bipap, ventilator use etc. Or that my 32 yr old who is now on 3L of oxygen at home like a 90 yr old man is at a higher risk of dying than most his age. I also am worried that my two sons are falling further and further behind because while I'm grateful to be working I work nights and trying to part time homeschool a 2nd grader and freshman in high school is laughable I weigh the risk vs benefits. My childs life vs. additional tutoring and summer school heck even repeating a grade is better than not graduating because they died from the virus. Or thinking that my lil booger covered germ infested 7 yr old who is possibly positive but asymptomatic sends it home to a classmate's loved one or his teacher and their family. I say this coming off a 14 day quarantine of my 7 yr old and isolation of my husband who tested positive. Nope I didnt bring it home from work he did and continued to work and not practice social distancing or masking while at home with us because he had NO CLUE his apprentice would come up positive. They are pipe fitters no workplace contact with COVID. Thankfully we all tested negative and he ended up only having 48 hours of fever and SOB before bouncing back but even for me who has seen it exposed myself to it knowingly, helped family say good bye to loved ones from 42 to 90 something yrs old, and wiped down bodies before zipping up body bags before wiping down the bag for the first of 3 wipe downs to transport downstairs to the morgue, it hit to close to home. I'm not sure we can go backwards at this point but I definitely don't think we need to br adding extra hours of possible transmission and exposure to the public. Thank you for the chance to have a voice regarding something so personal to me and I know that the decision is complex so I dont envy you but felt I needed to speak up.</p>
238	Devin cedergreen	Kylie and novalee cedergreen	<p>I do not think schools should reopen full time due to the number of cases at the school already and within the district. I think distance learning should be continued. It is hard to keep kids away from one another especially the young ones that don't understand. They want to play and have fun with eachother. No matter how much myself or any other parents drills into them the importance of everything they are still kids and don't understand. We all have family and friends and want to social with eachother and be togther again but its not the best time still. People are still getting sick and deaths are still happening. We</p>

			need to protect each other and the elderly and those that are high risk. School is very important and I want nothing more than for my girls and all the other kids to be able to go to school and be themselves and have fun learning. Right now it's still not the best time even though we all want them to go back to learning and getting the social interaction that they need.
239	Michelle McNearney	What is best for students	Thank you for the consideration. Getting through holiday gatherings is going to be risky. Taking my responsibility to keep students safe and healthy serious, I plead with each of you to allow us to continue with the hybrid until we know that large gatherings are acceptable- that is, after all, what full day class is: 29 people indoors for over 5 hours. If I can worry less about that, quality learning can continue in Room 13! Our Kids are doing great!
240	Shannon Ruddick	Mason ruddick	I know our family and the families in the neighborhood were really looking forward to having full time school. We are for the opening and hope that this continues as scheduled
241	Kristi Tague	Pepper Drive	I'm all for my children being in school full time. Currently you need to show me your safety measures work. I think the plexiglass and tables should have been tested with the cohorts before going full time. Given our current environment and that the children only have 16 days left before going out on vacation what is the rush. Test the products show the parents they work and then in January they can come back full time. I've been one of those quarantined parents due to another child it's not easy and for my family it was traumatic because it meant my daughter missing out time with her cousin. 7 days missed from school for nothing fun and luckily their teachers were wonderful and still have assignments to complete but it was not fair they missed their friends and face to face education you are claiming every child needs. Mrs Ryan if 2020 has taught us anything it's we have to comprise and change at the drop of a hat. So please don't act like we're haven't all learned to adapt and change. Our children seem to be better at it than we are. Lastly, Mrs Baranski Pepper Drive has children from El cajon not just Santee are their numbers as good? Did you only worry about Santee numbers? We are a community doing our best. Please show us the safety measures work then next year we will start to have confidence in you as our leaders. Thank you
242	Nikki Horne	myself and my child	I understand the need for families to have their children in school and of course full time is needed for most. I for one know that my child struggled during distance learning to the point he would beg daily if he could drop out of school. This is a child who normally excels in all subjects and enjoys attending. Since being back for the partial day he is much happier and beginning to excel again. I also realize that teachers in the classroom are able to get to know their students on a more personal level and interact with them more individually than before. Where Santee is doing things right is having every school offer the same program and requirements. The district I work in every school has a different plan and parents all over the district are in an uproar. What I don't care for is that our students are spaced apart approximately 6 feet and still cannot remove their masks while sitting at their desks and only get to take them off if they are standing outside at required distance. What the school I work at does is allow the children to take masks off if they choose while sitting at their desks. Many of the kids choose to keep them on but those that prefer to can take them off. As someone who works in a classroom I can tell you that it is often difficult to hear students with their mask on when they are talking. Many families are very cautious about covid and are worried about their students health. Why should the district rush sending them back near full time with the rising cases in the county? You the district and our families have made this work and it seems to be working fairly well. You'll never satisfy everyone, but the cases in our schools is very low and quickly controlled. Why not wait a little longer, our kiddos have had so many changes since March and have finally gotten into a much needed routine. Teachers are able to teach in the classroom effectively. Why risk everything everyone has worked so hard to accomplish. Keep the A/B groupings a little longer. At least until after winter break and when you can figure out how to offer recess and the ability to remove masks while sitting at desks and eating. Maybe take a look at what other schools in the district are doing. See what's working and not working elsewhere and where you can improve for our students and faculty. Feel free to contact me about things my district are doing. We should all be working together throughout our county. Thank you.
243	Lisa Bowsman	Parent	I feel it is not responsible to transition to full days at a time when covid cases are increasing and have resulted in San Diego being placed in the most restrictive, purple tier. I have firsthand knowledge that I look up fast food establishment had an

			employee test positive last week and as of today for workers have still not returned assuming that they have positive test. The most responsible decision is to wait until January for for reopening as we know people are going to travel during the Thanksgiving and winter break holidays why risk exposure by doubling class sizes and increasing the length e time that's higher numbers are together
244	Sarah Kirk		Please reconsider the full date start date. The staff and families are just not comfortable with the November 30th date as our county cases are spiking and we have been moved into the purple tier. Our town may be in the red tier, but most families do not just stay in Santee every day. The hybrid model is working and positive cases are staying low in our schools. We need to protect our children and staff. We need to respect that the staff and schools will struggle to accommodate full classrooms due to the size of the classrooms, too.
245	Cindy Frankenberger		I feel very safe with my Grandchild going back full time..I believe the School district has done a good job and will continue to keep the Children safe.. Nothing is perfect, but we must move forward....The Mental Health of our Children is as important as their physical health....They are already in School, adding the additional hour and a half in their School day will not change the Pandemic..
246	David Lee		We have to continue to open school for full time class to ensure student gets the education they deserve. Our student needs regular school time to keep learning what they need to learn. Online learning is not the solution for pandemic time.
247	Vanessa Orabuena	Noah J. Orabuena	How will social distancing be upheld if there will be about 28 students per class? How is that even safe, if cases are popping up like every few weeks right now (schoolwide) as it is even with the cohorts?
248	jennifer knoll	Summer Silver	It's hard to understand how education people can make such an uneducated decision and force families to send their loved ones back to school while COVID is on the rise. This is extremely dangerous for all involved from teachers, to students to their families. Children who suffer from anxiety will be left helpless and incapable of learning while putting themselves at risk in school. Why force this on people? Let families choose what is best for their when their family's health and well being is on the line.
249	Kierstin Losee	My Students	I feel that it might be good to wait until after the holidays to go back to school full time. I think mid January might be a good time to move from hybrid to full time school.
250	Jessica Deitchman	My Children and the Health and Safety of our students, educators, and community.	While I want life back to normal and my children to be at school playing with their friends, I am angry I have to beg for a school board's vote to keep our students safe. This hybrid system was a wonderful decision when it comes to the mental health and stability of our students. Although it is a bit of an inconvenience for parents, this system is WORKING (HUGE thank you teachers, who have sacrificed so much to make it work)! As far as a return to full capacity when we hit all time high COVID cases in San Diego County and holidays fast approaching, that should be an easy 'no' for every person on this board. It makes me sick to think that the safety of our educators, students, and community members would be a difficult decision for this board. With recent COVID 19 news, if you think this potentially lethal gamble of full capacity on November 30 is still a great idea, then please before you leave this meeting, provide alternatives for families who are concerned about the safety of their children. We have always tried to teach our students "what is popular is not always right, and what is right is not always popular", please step up to the plate and show our students that some people still do what is right.
251	Susan Starkey		My wonderful SDC students attend class from 9AM-2PM. Once time is taken for SLP/OT/APE services (30 minutes 2x weekly at least), breathing breaks (2x15=30 mins)hand washing (10 mins x 4=40minutes)and lunch( 30 minutes), their total average academic time is about 170-200 minutes, or just around 3 hours daily. My students are thriving within their shortened day, and this time frame is about the same as what their gen-ed counterparts are getting with the AM/PM model. With the meteoric rise in COVID cases in the US/CA/San Diego area, we would be wise to heed the logical steps that science says we should take in order for EVERYONE to stay healthy during this trying time, and not let our emotions demand from us otherwise. We all want to be back to normal, but normal has shifted-for now. State tests will not be the ultimate measure of how well school systems navigated this pandemic. Smart use of the tools available to us-classrooms with a minimum of students, mask wearing and handwashing, and most importantly, flexible thinking-surely will be the ultimate success. In short, I believe we should stay with the current school timeframe model through the holiday season and meet again in January to make continuing-and

flexible-plans. Thank you for your time in this most important matter.			
252	Donne Grable	Community Member	I would first like to start by commending the board, administration, teachers, and classified staff on the tremendous undertaking that has occurred during this pandemic in order to get our children back in school safely. Each of you deserves praise as you worked together to make this happen for our children. The AM/PM model has proven to be safe as it adheres to the guidance put forth at local, state, and national levels. While we would all love to see our children back full-time, I think it's imperative to analyze why there has been success and what could result in moving away from the guidance provided. There is simply no way to bring all of our children back together without going against this guidance. Classrooms are too small, circulation is not adequate, lunch areas are too small, there are not enough restrooms for social distancing, and pickup/drop-off cannot be done safely. Additionally, school nurses are already struggling with keeping up with half the kids. I'd like to remind the board that no business is at 100%. This school board can't even meet with an audience; yet some board members actually think bringing kids back full time is a good idea. Your teachers and classified staff have been nothing but supportive and have made the AM/PM model successful. Now these same people, the ones putting themselves at risk, are telling you the risk isn't worth it. They cannot provide a safe environment for the children or themselves. I implore you to make safety your highest priority, and keep the AM/PM model until we are able to take off masks and no longer social distance. Thank you and I trust you will make the right choice, which is the only choice.
253	Julie Scott		I am in favor of my child going back to school full time as initially planned. She is already very behind as are other students. Being face to face full time in the classroom is essential and critical for their social and cognitive development. This is hurting them and the families far more than the virus.
254	Krista Rosen	Teachers	To the Santee Board of Education, Please strongly reconsider the reopening of schools to full time instruction. It is simply unsafe for our staff and students and the conditions upon student's return are not great. First off, we are in the purple tier with record breaking numbers. With the holidays coming up and people being around family, I just don't see any way for these numbers to come down and for San Diego to slow the spread. I understand that Santee is in the "red tier," but Pepper Drive is in El Cajon and they are in the "purple tier." Not to mention that your staff comes from all parts of San Diego. Secondly, the conditions upon student's full return truly needs to be thought through a little more. Imagine your child or grandchild sitting in a seat with plexiglass on either side in a mask all day. There is no group work, small group or collaboration allowed during this time. Kids will be spaced in most cases 3-4 feet apart. With 100% of kids on campus it is hard to have them social distance in the hallways, or as we go outside for our mask breaks. The "mask breaks" will allow students to be outside, but no P.E., recess or equipment out at this time. As a teacher, and parent this just seems sad. I am so proud of our students for adapting to everything we have thrown their way this year, but at what cost? These conditions are just not worth it. Hybrid is working right now. The small cohorts allow for some wonderful things. In the event of a positive case, a smaller number of kids need to be quarantined. In class amazing things are happening. I am seeing students make leaps and bound. Kids are focused during this time on campus and are getting more individualized support. I urge you to really rethink the decision of November 30th. This is an unprecedented time and things change so rapidly. I understand parents need some timeline and this is hard for everyone, but coming back full time when it is safe is the most important. Most of your teachers are parents themselves and we empathize and understand, but safety is most important. We are just not ready. Is this really what is best for kids?
255	Laurie Rush	Myself	To the board, the parents, local media and all concerned santee community members. I would like to address a major concern that I have about the COVID-19 dashboard the district displays on the school district website. This dashboard is misleading in the way the covid cases are displayed. It is missing an important column where the total number of cases that have occurred since August 12, (the day the teachers reported). Those numbers have not been shared with the community. The cases are only listed for fourteen days. In August I reported to campus uneasy and afraid that the safety measures would fail. I was sent home to be quarantined on August 14th after being exposed at school. I was faced with the decision to quarantine by myself or risk

			bringing this into my home. I was never counted in the dashboard totals nor were the other 5 teachers who were sent home. By not showing the public how many total cases we have true transparency is not occurring, instead you are manipulating the statistics to show a low risk of spread. I urge you to be truly transparent and have an overall total of how many positive cases we have had thus far. With the increase in cases within our district, the increase in cases in Santee, the increase in cases in San Diego, the increases in California and the increase in the United States I hope you will do the responsible thing and put us back on remote learning because our campuses are not ready to safely bring students back.
256	Lorrie Abboud	Concerned parent and student	Our child is thriving in the current school schedule. Our family urges the school board to continue the hybrid schedule. Rio Seco had a positive case this week. Over the next two months there will be holiday gatherings and we are in the purple tier. These factors are make is illogical to double class sizes and exposure periods at this time. With a household member having an autoimmune disease, caution is a must. It's not worth risking even one life.
257	Haley Cydell	Teachers	I have and will continue to reiterate that it is not safe to return to full day instruction. Students will be less than 6 feet from one another, in a mask for 5 and a half hours a day, and unable to do PE or play outside. My biggest concern is that if exposed, entire classrooms will have to close at a time. What if 3 siblings get it in different grades? That immediately shuts down 3 entire classrooms. Our school alone has had 6 cases already. You say that Santee has a low number of cases, but I work at Pepper Drive where a lot of our students live in El Cajon, Lakeside and other surrounding areas. Hybrid model is working in so many ways. I do not support the idea of reopening to full day/ full classes in a short 12 days. We are in no state to do something this drastic. I am asking you to postpone this plan indefinitely- until safe to do so.
258	Lahren Rogers		Please continue to keep am/pm cohorts until cases have decreased more. As a family with many high risk members we are trying to find a balance between normal life and caution. The half capacity helps my kids have social interaction and much needed classroom time while still lessening the chances of spreading illness that could come from full classrooms and less distance.
259	Crystal Matushek		Until it is safe to play with friends on the playground equipment, play games with friends during recess, participate in PE, freely move about the classroom and read books where comfortable in the classroom it is not fair to ask little kids to sit in a desk all day. A desk that is in a row and will be fitted with a plexiglass shield. I can provide students with a guided reading group, modeled writing, math instruction 4 days a week like normal. I can also provide science, social studies and art lessons weekly during the hybrid model. Students are only gaining about an extra hour of classroom time with a full reopening and that time would be shared between 24 kids verses 12 kids. Twenty four kids that are now only distanced about 3 feet apart verses the recommended 6 feet. Hybrid allows our students daily contact and and focused instruction for 2 hours and 45 minutes each day. I want what is best for my students. I do not mind teaching for an extra 40 minutes each day in order to provide my students a better option.
260	Nicole Cavanaugh	Concerned Parent	Please delay opening the schools full time until next year. People were reckless around Halloween. Thanksgiving and Christmas are not going to be any different if not worse. Do we expect a miracle, no, but at least we would have a fighting chance to make this work if we were waited. Picking a date and sticking to it isn't an option. Waiting for a couple weeks after the new year and then discussing again seems like a safer option. This year is a mess but we are lucky enough to be able to go to school half day with half classes and it's working. There's no need to rush this. Kids taking off their masks for lunch is NOT ok. How are we going to have all those kids inside the classroom eating? It doesn't make sense. That goes against everything some of you have said about the key things we need to do to keep our kids safe. Hand washing and masks ON! That is not ok. We don't eat at restaurants as a family for that exact reason. Sharing air is the number one problem and then adding in 25 kids in a small room and they aren't in our bubble! There's no way to feel comfortable with that at school. At least now we don't have to worry about that. I do think we all need to get into our new normal but to do that we need a fluid plan. Not a set in stone no matter happens what plan. We haven't had a voice in any of this. When our teachers aren't convinced this is a good idea then how are we going to feel. Please support them. Please support us. My child is getting the best of both worlds right now. Time AT school

			with his teacher and then work at home and it's working. I don't want the back and forth of the quarantine. That would be so much harder on them and us. Please pump the breaks on all of this for now. We are begging you. Please.
261	Dolores Juarez	Juan Bautista Kindergarten Student Carlton Oaks Elementary	With the increase of Covid-19 here in San Diego I vote that we continue with the hybrid schedule and postpone opening regular schedule once it's safer for our children
262	Danielle Gregus	Nolan and Austin Gregus	I have felt incredibly safe with the school's record-opening plan in hybrid model and look forward to schools opening full time on November 30th. My kids are also looking forward to it and they have been practicing protocols and are more than prepared to follow the safety guidelines. They even know it's going to be with plexiglass and are just looking forward to being back in their school community.
263	Elysa Childs		I am a mother of 2 children attending Hill Creek school. I work full time as does my husband. We do not have the luxury of keeping our children home or placing them in after school care. We rely on the times they are in class and not having a full day schedule has negatively impacted our family. Cold and flu season has always been a part of our yearly lives and will continue to be. We cannot live in fear nor can we allow our children to be permanently and negatives affected by this pandemic. My children have endured enough this year and the one constant they and many other children have had in their lives is school. Our children need school. Our children need the assistance offered for IEPs, therapy, and social interaction with other children. In my opinion, resuming full-time academic activities is in the BEST interest of our children.
264	Caterina tarantino pineiro	Sophia and gabriel tarantino pineiro	I feel that the hybrid setup is working and our kids have a routine that works. It is giving them responsibility and keeping them going. Putting them in a room indoors with too many kids is taking a big risk that im not comfortable with. I really hope that this time frame of full day is revoked at this time and until it is safe for the kids to return to normal.
265	Marissa Johnson	Teachers & my middle school students	Please consider postponing our full-time return. Our primary duty is to ensure the safety of our students and the current situation is not putting their safety first. My middle school students have shared with me that they feel uncomfortable coming back to school full-time. Of course they'd like to see more of their friends, but they are aware of the situation we find ourselves in being in the purple tier and seeing rising cases all across the nation. They are scared and they don't know if we can keep them safe. Especially because there is so much beyond our control at school. Students are sharing that there are many families in our community that are not following health and safety guidelines outside of school (masks, gatherings, distancing, etc) and they are concerned for their health and the health of their family members. We are seeing record highs in COVID cases among children within the past couple months, which seems to suggest a strong correlation between schools opening and child exposure. During the last board meeting it was shared that we haven't seen student transmission on our campuses, but how do we know that for a fact? Especially, when we can't require students to be tested? Barbara Ryan even stated that many children at her hospital are testing positive who were asymptomatic. How many of our own students would be in this category? It is terrifying to think that they are unknowingly passing it on to their loved ones at home or their beloved teachers, who might be at risk themselves. Not only is it safer, but the hybrid model is doing wonders for our kids. My students are demonstrating extreme growth in this model academically, socially, and behaviorally. They are engaged and participating, while also receiving more individualized instruction and support. They are also receiving more intervention support in the current model because they are able to meet virtually with RSP teachers or IRT teachers for support during the times they aren't on campus. This won't be able to occur when we come back full-time. Please consider postponing our full re-opening until after the holidays when many of our students' families will undoubtedly be traveling and gathering with loved ones. At that time, we can evaluate whether it is safe enough to return.
266	Blake Biery	Parent	Good evening. The past nine months have been challenging for us all. I'd like to express my sincere appreciation for the hard work from everyone within the Santee School District. With that being said, I'm writing to urge the board to postpone the plan for full reopening. With case numbers skyrocketing across the country, there are too many unknown variables to safely



			implement a full reopening. While Santee has managed to dodge a severe outbreak, it's not as if we are geographically protected from San Diego. I don't feel that the educational gains made between November 30th and the end of the year will outweigh the inherent risks involved. I feel the prudent choice is to continue with the current hybrid model while we ride out this spike in cases. The situation can be reevaluated after the holidays when a clearer picture is hopefully available. This is precisely the moment to set emotion aside and to look plainly at the facts. Thank you.
267	Tim Boen	Students, Families, Staff	As much as I would love to see things back to a full normal schedule, I don't see the purpose of shoving the kids into a classroom with 20-30 kids 2-3 feet apart surrounded by plastic cubicles. The thought of kids sitting for hours with one or two fresh air breaks a day and a 30 minute lunch sitting at a table, no recess, no PE. Absurd. We shouldn't even be considering going back with cases skyrocketing around San Diego like they are. Ken was right, we have several students and teachers/staff commuting from other areas in San Diego County. Opening to full capacity is neither safe nor necessary at this time. Hybrid is working, and we should stick with it until the Spring at the earliest.
268	Justin White	Myself and kids	Please reconsider a more appropriate and reasonable full-day return date. Our family is in agreement that ultimately students should be in school, on-site for the full day. However, given the current necessary constraints, our kids' educational experience would be more effective with the current hybrid model. In this model, students are given the benefits of reduced class size, intensive focus on core subjects, and limited time in a restrictive environment (masks on, having to stay seated in one place, no free play etc). More instructional minutes in this situation prioritizes quantity over quality. Perhaps the district could offer free or reduced cost daycare after school hours, as that seems to be the intention of the extended day. I've never attended an in-person board meeting, but in attending the last two virtual meetings I was surprised to see how little consideration is given to teachers' opinions on this subject matter. The teachers' input seems to have been buried in bureaucracy. Kids and community first over politics.
269	Tom Napoli	If Gavin can eat dinner inside a restaurant without masks are kids can go to school and learn.	
270	Toni Ferris	Reopening Concerns	November 19, 2020 Attn: Santee School Board of Directors During this past board meeting, the superintendent stated that Santee numbers are low compared to the rest of San Diego County. The Santee Covid numbers have increased 34% since 10/20 when the board decided to reopen full time on 11/30. That is a huge increase in one month, that cannot be ignored. Furthermore, the residents of Santee do not stay in Santee, they travel outside the city for work, shopping, medical, recreation and many other reasons, not to mention the residents around us that enter Santee. Back on 10/20, the county's average daily numbers for that week were about 250 new cases a day, during this past week the county's average daily numbers are 774 new cases a day! Again, a huge increase that cannot be ignored if we are doing what is in the best interest of our children, teachers and staff. It was also mentioned during the meeting that the 11/30 date should stand because the reopening date has already been changed and parents are planning on the 11/30 date. Well guess what...life happens! That is not a reason to push forward during this increased outbreak! None of us are happy with the situation we are in, but unfortunately, we must be flexible, bend and change when the threat of this pandemic increases. Throughout the State people are having to make adjustments with work schedules, appointments and everything else in their life as the numbers have pushed us back into the purple tier. No one has answered the question: Why the rush to reopen the schools to full time when the numbers have far exceeded any since the pandemic started? During the next two months, the schools will be closed for three weeks for holiday breaks. Can someone please answer the question why the rush? If it's not broken, don't try to fix it during a serious outbreak of increased cases. One thing we all have learned is that after every holiday this year, there has been a rise in new cases, but nothing like we are seeing after Halloween. With the holiday season upon us, along with the Thanksgiving and Winter breaks when more people will be traveling, visiting and co-mingling households, I'm sure we can all agree that the numbers will continue to rise, they will not decrease. The AM/PM hybrid schedule is working, what is the harm to wait a few more months? Why risk an outbreak that would force the schools to close and push us back into distance learning? Why? For what reason or purpose? I was shocked

			to hear that only 5% of the teachers surveyed felt the schools were properly prepared to return to full time in student learning. The board needs to listen and re-read the list of concerns and comments from the teachers that Mrs. Hirahara read during that meeting. The teachers must be heard! They are in the classrooms day in and day out, they know what is and is not working. If the teachers aren't comfortable with the "set up" how are the parents suppose to feel? The superintendent said that decisions are being based on what is best for our children and teachers, well if only 5% of teachers are comfortable with the procedures that are in place for returning full time that is a problem! With the wild spread of the Covid virus at this time, how can it be a smart move to cram 24+ different households into one room? Desks less than three feet apart! Unacceptable! What about rain days, eating inside, nothing to stop the close contact. Plexi glass does nothing but maybe slow down how fast a cough or sneeze spreads across the room! It is an airborne virus! HELLO!!! Sincerely, Toni Ferris
271	Chad Deitchman	COMMON SENSE	I would like to thank all of the teachers and administrators who have been working tirelessly to make sure our students receive a quality education given the challenging circumstances. As the board is aware following halloween, we are currently experiencing the highest surge in cases yet. With this surge being connected to a holiday I believe that it is extremely negligent to return students to full class sizes through the holiday season. Any board member that is considering the return to full class size is not thinking objectively, but folding under the pressure of parents that are wanting to risk the safety of the community to serve their individual needs. It would be best to wait until after the return from winter break, to re address returning to full days. This will give any surge from the holidays, time to show itself and give the district the information needed to make an informed decision on when to bring students back full time. At this point in time the hybrid system is working excellent for the students, it is providing a good balance between mental health, education, and safety. I do understand that it is an inconvenience for many families, including ours but that is a worthy sacrifice to ensure the health and safety of the students and the teachers through the holiday season.
272	Michelle Tomaszuk	Santee School District	As a teacher in the district for 23 years, I do NOT believe we are ready to go back full time. There are too many questions left unanswered about how we can stay safe when all the students return. The hybrid model is working, allowing ALL kids to have more teacher attention. They ARE getting a quality education, and don't need to be in the room for 6+ hours to get one. We are not ready to return. I absolutely don't feel comfortable having 20+ kids in my classroom, especially when masks are not required, but highly recommended. Please think about the safety of the students, their families, and teachers in this district.
273	Laurie Rush	My family	I know as a teacher my "issues and problems are not your concerns" but I want to share my story with you. Today I sat by my father's bedside and counted the breaths he took, I listened to his labored breathing, wanting to do it for him. He is not sick with covid but with congestive heart failure. I sat and wondered what would happen next, the hospice nurse has no answers to my questions except to say time will tell. She explained that the risk of Covid 19 for my father. As I watched his labored breathing I was thinking of all the families who have lost a loved one to this disease. The nurse told me she has lost four family members since August, never had the chance to say goodbye. Her pain was raw, her eyes welling up with tears for the loss of a brother, her father, her grandparents all to a disease that you can not see, you can not stop. We sat together holding my fathers hands that comforting touch, that shared compassion. I know when I return to the classroom on November 30, I will not be able to see him again. That I will have to say goodbye. I can not risk bringing Covid-19 home to him. I hope you think about the impact your decision to put us back in the classroom full time has on our lives, the lives of our students and their families. I feel you are being reckless during a time when everyone else is urging us to be cautious. Do the right thing.
274	Brandy Valadez	Please delay full time transition. Please re-evaluate conditions again after the holidays.	
275	Stephanie Price	My 4 grandchildren who attend Hillcreek and Rio Seco	These kids need to get back in school. How many of these "new" cases are asymptomatic? It's already proven they have a 99.% of not getting sick. We need to move on and let these kids be kids. Life is full of risks, open the schools!
276	Haley Maxwell	Gabriel Meza	Please postpone the next phase of reopening. The kids are just getting used to the way things are now after adjusting back from



			distance learning and with the rise in COVID cases it is not worth the health/safety of students and staff members as well as the emotional toll of another transition right now. Thank you for your consideration.
277	Heidi Harris		I work in healthcare and am heavily involved in COVID discussions. My company is not allowing me to come back to work due to this same discussion we are having regarding our children. We have quarantined for the past 8 months and held our family away from certain activities to keep us safe. I feel that bringing all children back to school at the same time is counter-productive to everything that is going on in our county. The District has said that “children will be 5-6 feet apart”, which does not meet CDC or state guidelines. I also feel that kids are not going to follow the rules of staying seated all day and not playing on the playground while outside. If you think that a kindergartener or first grader is going to stay in their seat from 8am to 2pm, you are sadly mistaken. The reason COVID numbers are lower regarding children is because we have protected them with distance learning and cutting the class sizes in half. That is the only reason we have been this lucky. Other districts around us in the county either have not opened yet or are having to close cohorts down due to exposure and infection. It is only a matter of time before it comes into our neighborhood. I also feel that the District isn’t providing adequate information to us as parents. I do not like that you provide an asterisk (*) next to all the cases. A case is a case. You should also be providing a comprehensive count of cases that affect our area. Every other reporting entity provides a cumulative count for the area, whether it be county, state, or whatever. I also do not like that these cases are being reported 3 days after positive diagnosis. At that point, it is too late. Contact tracing has already had an affect at that point.
278	Kraig Hughes		I don't understand the rush back in to full day scheduling if the children are thriving with the half day model and conditions are not safe. For example, I can take my kindergartner to school to sit indoors for 5 hours, but I cannot take her to eat in a restaurant for 30 minutes or a movie for 2 hours because it is not safe. Just because we can take them back to all day in-class learning does not mean we should if the risk out weighs the reward. I do understand the importance to have the children in the classroom in front of a teacher, but let us not forget that our children do have this now. Rushing back to full days increase the chances of a spreading event, which would force us all back to iPads full time. This would hurt the learning opportunities for the kids and possibly expose them to a harmful illness. I ask the board to not vote with a personal bias or belief, but rather listen to the parents of the children that will have to assume the risk. These kids are known best by their parents and if the majority of the parents have a genuine concern of well-being for their child, why not listen to them and keep with a successful model for another month or two longer? I believe that the board understands everything I just noted and I hope the board takes the safety of our children as seriously as we do by voting to push back the date. Thank you.
279	Katrina Swathwood	Parker & Oliver Swathwood	I first want to thank you for taking the time to discuss this important issue. I feel that returning to school for a full day in this current state is dangerous. In my observations of the community I am concerned as people are being very negligent and not adhering to public health orders/recommendations. Having a child in RSP it has been difficult however his teachers have really developed distance program where he is improving and not falling behind on his goals. With cases spiking with no fall I have great concern with my kids returning for a full day on 11/30. Not only are we in an extreme spike, data is reporting higher and higher record numbers each day with no drop in sight. Hybrid schedules are working in that the children are getting one on one instruction while limiting their and the Staff’s exposure. I am also concerned with the amount of sedentary time as the children will be required to be seated from the time they arrive at school until dismissal. Until there is drop in infection rate I feel the district should table the full day reopening for another time. We have no idea what our community is in store for over this holiday season. With the current numbers it does not seem like our trajectory will be moving in the right direction where it is safe to return to full day instruction anytime soon.
280	Carrie Peterson Koch	My child	I believe our kids need to go back to school. They have been back for over a month, practicing the distance learning, and there are few issues. The kids are falling behind and they need an education.. Some parents don't have the choice and have to work still. Project safe isn't free like it is in some other districts. Its almost the cost of rent. I am worried about the virus but we also have to worry about our children's future.
281	Holly Ellis		I think that returning to full time should occur once we are no longer in the “Purple.” Continuing small class sizes would be best for now. Safety is more important than convenience. Thank you!
282	Patrick Farrier	Farrier Family	The C.D.C. recently updated mask wearing recommendations to include school settings where children will not be 6' apart for all children above age 2. Since this would apply to our classroom settings, will there be district wide mask requirement

			consistent with said guidelines?
283	Robynn Bennett	Community member, parent, concerned citizen, myself and my granddaughter	<p>As a resident of Santee since 1976, I have sent three children through the Santee School District and currently have a granddaughter in 8th grade at Carlton Hills. I am concerned that it is deemed unsafe to eat indoors in a restaurant with just one other person for even one minute, but it is ok to sit in a classroom with 30 other people for 6 hours. I am confused about how both of these situations can coexist. I am worried that with the holidays approaching, many families will gather to share love, fellowship, food, memories and traditions while also increasing the likelihood of spreading the Covid virus to then share with others in the confined quarters at school. I am wondering how five year olds will do with 6 hours in a mask without recess, no PE, no building blocks or buddies to work with, and no opportunities to high five or celebrate successes with a pat on the back or a hug. When we worry too much about where a child will be next year academically, we might forget who a child is right now and what his/her needs are for safety, significance, and success. I feel that the hybrid schedule with smaller classes allows more individualized instruction and more opportunities for student to participate in the learning process with less interruptions, discipline issues, or even feeling afraid to talk in front of "everyone". These smaller classes have given my granddaughter a new-found confidence and have raised her grades in every subject because she feels like her voice matters. She can't "hide" quietly in the background. With less students, she has increased opportunities to speak, share her ideas, and ask for help when she is confused. Her new goal is a 4.0 GPA by Christmas - thanks to the extra time teachers have to encourage her. Unbeknownst to me, she also felt called to write her own board comments for the last meeting because she felt like she should have a say in this decision since she is the child actually in the classroom. That is what our teachers are doing right now - educating our future! Teachers should be applauded, valued, respected encouraged and listened to. If teachers do I feel safe, that is a huge issue for me. I feel strongly that full day, full class return is unwise right now. The purple tier is not a time to try something new. Our hybrid schedule is working so I ask the school board to postpone the full day plan until it is safe for everyone. Maybe when it is safe for the public to appear physically at a school board meeting and voice our opinions, that might be a good indicator for schools to consider a return to full days with full class size.</p>
284	Lisa Ginel		<p>This is an unprecedented peril time we are collectively living in. There has been no rehearsal for such a time. What we have accomplished is uncertainty and have had the audacity to accept "a" life lost by turning our heads. Santee may have had a low number of cases, but consider this may very well be our time to act, respond and take care of our family members and all others by not having two cohorts combined and think a plexiglass is going to keep our children safe. Nail salons work one on one with clients up to an hour at a time. You are asking that we take children who can not grasp the reality of this virus to be amongst each other for 4.5-5.0 hours. Every single establishment that has had to close due to being in the purple tier didn't even come close to having their patrons around for that period of time. This may or may not cause a death, but it may or may not cause lingering effects after contracting this virus, we simply do not know the effects just yet. You are asking us to go on, with our already anxiety driven day, as a Russian Roulette for our children...our children. I recall years ago believing if anything could save just one life it's certainly worth it. How ready are you to truly open school? Where is the real concern about education? My son sneezed twice, was sent to the nurses office only to have her call my sons father to have him picked up and not return until he quarantined for 10 days or take a covid test with results in 3-7 days. . In the meantime, he would not be able to attend distance learning or he would have to wait a week before they would send a homework packet at home. How ready are you really and how can you make these life health decisions for so many families you know nothing about? By the way the guidelines given to my sons father did not list sneezing as a Covid symptom and the doctor verified this as well. Thankfully he was able to attend school the next day. To only have the substitute teacher ask him to leave back to the office to verify he could be back in class. You and we are not ready to make any more decisions during this most critical time. We are asked not to have large gatherings for Thanksgiving we are asking you please do not move forward to having a larger gathering for our children with added hours at that. We are close to a remedy let's sit tight either many others playing the safety card!</p>

			Thank you as I can continue and could probably address any obstacle thrown my way. Lisa Ginel a 57 year old mother/grandmother My daughters father in law passed away due to Covid, My 37 year old friend is now living with compromised lungs and is using a walker.
285	Chau Tonnu	Rio Seco	As a parent of two students at Rio Seco I believe it's best to wait until 2021 to reopen school full time. We have been doing good with this hybrid AM/PM class why not continue until January of 2021. I don't think it's wise to reopen school full time during covid surges, cold/flu season. Plus with holidays approaching with big family gatherings and traveling it is in everyone best interest to not reopen school full time.
286	Robynn Bennett	Error on previous comment	Oops! I found a typing error in my comment. It says "if teachers do I feel safe..." when it should say "If teachers do not feel safe...". Thanks.
287	robert leal	Kaiden	OPEN THE SCHOOLS NOW .....This has gone on long enough...the science does not back up schools needing to close .ose this is nonsense
288	Ron Burner	Callen Burner	I understand that the COVID cases are increasing but our kids have been out of school for to long and need to resume some normalcy. My kid looks forward to going back to school even though it is only for half day. He needs to have social interaction even if it is at 6 feet wearing a mask. The kids have already missed out on so much because of the pandemic and think we should do anything possible to provide our kids the opportunity to return the classroom. I strongly agree with the plan for the kids to return to school full time on 11/30.
289	A.C Boyd	I am a parent	I believe students can attend school safely as long as we as a community of students, teachers, parents and people who live & work in Santee adhere to wearing a mask and limiting school hours to 2 separate cohorts A & B.
290	Nicole Eacobellis	My first grader	Hello, I am writing to request that you please postpone the full day instruction until January after the Holiday break. I feel that my son has excelled since the Hybrid plan began, the small class sizes have been such a blessing for our family and many others. We will never again have this unique opportunity so I feel like there's no rush to change what is working so well. I was scared at first to go back to school at all but I felt the district was following strict protocols so I felt more comfortable. As we are getting closer to reopening for full class instruction, however, I dont feel these protocols are being met appropriately. Children eating within 3 ft of each other and being in a confined space for a longer period of time with twice the amount of people just so they can get a couple extra hours of instruction is not worth it. I have been told by our teacher that the children are expected to sit all day besides the seated 30 minute lunch and short breathing breaks ( where they are also expected to sit) they will be in a classroom being sedentary. My childs heath, mind and body is just as important as his education. Also, I know many parents who work are happy to have kids go back to full day because they will have a better set schedule that doesnt change, however, I feel that if we return to full day with the lack of social distancing we will have twice as many cases which will cause the schools to shut down and that would be way worse. The hybrid model is working so well, why risk it by opening full time during two major holidays. Lastly, my sons substitute had his mask under his nose today when I picked him up from school, you're pushing to open yet your staff isnt following easy protocols. I want to thank you so much for reading the comments, hosting this last minute meeting and considering the postponement. I love our school and my son tells me everyday how much he loves school, we would be heartbroken if it had to close. Thank you for creating such an effective hybrid model and for working so hard for our kids.
291	Rebecca Bukolt	Our five children who attend Carlton Oaks	Our family would prefer to go back to school full-time on 11/30 for two reasons. In our opinion this is too long for the children to be without school and face-to-face interaction with their peers. In addition to this, please consider the families whose parents are grateful to be working full-time but rely on the amazing teachers that we have in the Santee School District to make sure their children receive a solid education. Thank you for your consideration.
292	Carmen Luna	Elementary Mom	As previously stated, maximizing in person full day for K-3 is extremely important to create bases for reading & writing, the kids need the interaction to learn such important fundamentals, and here is my proposal:K-3 full return to school, 4 -6 hybrid model

			(AM/PM)
293	Tara Meade	Parent	At the board meeting on Tuesday it was stated that even though the County is the purple tier, Santee is only considered in the red. My family along with many others that attend Santee schools do not live in the city and are here via interdistrict transfers. To only look at the Santee zip code is irresponsible. Many of the teachers live outside of Santee and many parents work in different cities as well. Additionally, Pepper Drive is located in El Cajon zip codes, which according to the dashboard, currently has a case rate of 24.1, well above the requirements for purple tier. One cannot narrowly focus on one zip code to determine the concern level for a school district when schools span multiple zip codes and so do the students and teachers. The entire county is seeing an unprecedented surge in cases and Santee is included in this county. Based on the current trend of cases, it is not in the best interest of students, parents, teachers, or the community to return to full in person instruction until after the county and state get a handle on the rampant infection rate currently observed. A study by Stanford University found that reducing indoor capacity to 20% can reduce the infection rate by 80%. Furthermore, it was found that the longer one stays indoors, the greater chance of exposure. This data suggests that reduced capacity is the solution to reducing the infection rate. Until cases subside and the county is out of the purple tier, I find it reckless to increase capacity in the classroom.
294	Judy Ascroft	Grandparent	According to County officials, travel and indoor gatherings are driving the current surge in COVID cases. Despite the caution from the CDC about traveling during the holidays, AAA predicts that 50 million people will travel this Thanksgiving. With the inevitable travel, large gatherings, and celebrations that will occur over the holidays, Santee School District should remain in the hybrid model at least through the beginning of the year. We are currently seeing a large spike in cases that was due to gatherings during Halloween. Until the infection rate is under control and the holidays are over, we should not put students and families at greater risk of infection. The decision to return to full in person instruction should be driven by the science and the current numbers, not based on an arbitrary date created during a less restrictive time. Students should return from winter break still on the hybrid model and this issue should be reassessed at that time, based on the county numbers. As the County status evolves, schools should do the same. Reopening to full in-person instruction should not be considered when every other indoor business must shut down or reduce capacity to 25%. Governor Newsom put an emergency brake on California, Santee school board can do the same for the district.
295	Jesse Meade	Parent	For the safety of the students, families, and staff the current hybrid model needs to stay in effect until the county is no longer in the most restrictive tier. While the County dashboard places santee in the red tier, not purple, this is obsolete because the website is only updated every Thursday and currently covers the week of Halloween: 10/25- 10/31. The last four days have marked the highest daily case counts since the pandemic began and according to Dr. Wilma Wooten, San Diego County's public health officer, the current spike is due to crowds and gathering at Halloween, which is not reflected in the dashboard yet. The dashboard also shows that during that week, Santee experienced 26 new cases. However, if you look at the County of San Diego Daily Coronavirus Summary of Cases by City of Residence, <a href="https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/COVID-19%20Daily%20Update_City%20of%20Residence.pdf">https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/COVID-19%20Daily%20Update_City%20of%20Residence.pdf</a> data is tracked daily from each zip code and is current. In a four day period, from 11/13 to 11/17, Santee has seen 51 new cases. That is double what the dashboard shows in half the time. To say that Santee is currently in red is a bit of a misnomer because that classification is based on data before the county saw the great spike in cases. Cases are doubling across the county at an unprecedented rate with no indication of slowing at this time, and Santee is no exception. It is negligent to increase capacity at any indoor facility as cases continue to grow at this rate.
296	Simran Ranouta/Kirandeep Ranouta	We want to express our concern about the full-time opening of Santee schools. We have 2 kids in Rio Seco. Given the present circumstances, we think that full-time return to school is not a right option. Our kids are enjoying their hybrid schedules and are benefiting academically. On the contrary, having them at school for 6 hours everyday will be risking everyone involved, including the families of teachers and students. This means putting a huge chunk of the community at risk. Our 1st grader child has been refusing to go back full time as is our 4th grader. Today, they told us about the plexiglass shields installed in their	

		classrooms. They don't feel comfortable with them. Our 1st grader said that he was not able to see his teacher's screen due to the barriers. This will directly impact his learning. Also, our older kid doesn't have enough elbow room. The plexiglass just seems like a formality, we really doubt its efficiency in a classroom setting. Another concern is the mobility of the kids in school as they will not be allowed to play or be involved in group activities. They'll be spending a majority of the day sitting at their desks. This is not good quality education. Please reconsider the full-time school goals until COVID-19 infections are not as widespread as they are now. We really appreciate this opportunity to express our concerns. We hope that the board will consider everyone's concerns/suggestions for deciding our community's health in the future too.
297	Robin Villi	I am a parent of two children in the Santee School District. I am also a middle school math teacher in another district. I understand the the extent of the complications and logistics involved with the decision of whether or not to return full time. I empathize with the teachers who are currently teaching twice as fast TWO times a day. I empathize with the students who crave normality and would love to see more of their friends. I empathize with administrators and members of the board who are trying to keep the community happy AND safe. I know it makes us all so sad, but I think we know it's too soon. How can we let students return full time when Covid cases are increasing? Even with furniture removed and desk dividers, there is not enough room for students to spread out enough to keep each other (and their teacher) safe. A vaccine is coming soon. We can wait a little longer to return full time.
298	Kayla Kelly	I am concerned about the current rise in COVID-19 cases and my child's safety with an increase in number of students in his classroom. The students would only be on the full time schedule for 3 weeks prior to going on winter break. I believe the board should wait until after the holidays and go back to full time instructions in January. I also believe many families and students will travel and attend large gatherings over the holiday season and therefore believe this would be the most challenging time to go back full time and keep everyone safe. I would push the full time opening to mid January for these reasons.
299	Lori Zurmuhle	Teachers Why does the District want to increase the number of students in a class when the COVID cases are rising and many students are visiting extended family for Thanksgiving. If we open as planned, it will be more difficult for teachers to manage 2x as many students, enforce Covid safety precautions, and prevent any potential outbreaks. I foresee problem behaviors developing. The students have limited opportunities to leave their desks and release any physical energy during a full day of school. It does not make sense to leave the hybrid model with these current conditions.
300	Lindsay Dapremont	Let me start by saying that I understand there are a myriad of factors and challenges that go into the decision on how best to educate and support our students, their families, teachers and administrators during this difficult time. There is no perfect or easy answer. We all want what is best for our kids. At the same time, there is a very real pandemic that is incredibly easy to transmit and is spreading at record breaking speed. I have been working in public health, specifically in how to control epidemics of infectious viruses, for over 10 years now. I am also a mother to two. Do I wish my kids were in school full time? Yes. Do I think it's safe to do so in Santee at this time? No. In fact, I think it would be incredibly irresponsible, not to mention a complete disregard for the safety and mental/emotional/physical health of our teachers and administrators, many of whom are in high risk groups. The class sizes and physical space in Santee schools do not allow for proper health guidelines to be implemented, such as 6 feet of socially distancing between members of separate households and adequate ventilation. On October 19th, the percentage positive for San Diego County was 3%. On Tuesday, November 17th, it had doubled, despite more than tripling the amount of tests (in general, the more wide spread testing of a disease, the lower the percentage positive will be). This should be concerning for all of us. I know no one wants to hear this, but community transmission is only going to continue to rise for the next couple of months. Colder weather, holidays, pandemic fatigue, and cold and flu season are going to exacerbate the spread of COVID. Now is absolutely not the time to increase the number of students/households in a confined, indoor space. It will mean more outbreaks in our Santee schools, which will only cause more stress, anxiety, and hardship on our students and families as they scramble to adjust to quarantining, last minute distance learning, or, worse yet, illness. The hybrid system in place now is working. Students feel safe. Teachers feel safe. Is it perfect? No. But we are providing an in-person learning environment while still, mostly, being able to implement safety measures that we know work to slow the spread of COVID. Now is the time to stay the course. I strongly urge Santee Unified to remain with the hybrid model and NOT to move to full in-person instruction on November 30th.
301	Candace Schmitthener	Distance Learning First, I want to thank the Board for reconsidering returning to a full campus on November 30. I know how much the Board wants to stick to this schedule. However, if there is one thing 2020 has reminded us, it's that we need to be flexible and fully consider options before making decisions. That said, I have attended every board meeting since June, and I feel that the Board is so fixed in its beliefs that it's not able to hear what parents and teachers are saying. I ask that today you stop and listen to what the community is saying before you decide on how you will vote. Please reconsider how and when you move into the next

			<p>phase. These children will all leave campus to return home. Then, most will spend time with family over the holidays, only to return to full campus as if it's business as usual. That is a lot of risk for our teachers to take on. We have significantly more positive cases in our community now than when we first closed our campus. We also have more positive cases than when we opened the campus to the hybrid option. Why is now the time to fully open our campus after a week of travel for most children? Parents were forced to make a choice in July regarding which program they wanted their children to attend. That was not an easy choice for any parent, with little information regarding what either program would look like. Now, with the full picture of how on-campus learning will be performed, parents are wanting to switch to distance learning because they are not feeling comfortable with the risks their families are having to take. Now, though, there are no options for these families because all alternative programs have reached capacity. If you move forward with your decision to fully open the campus on November 30, I ask that you once again find a way to offer viable alternative options for families. Not all children are the same or have the same needs. It is true, there are children who need to be in a classroom to learn; their families need a full school day so they can work. But this is not true for all kids. There are many children who can learn outside of a classroom, perhaps even thrive in a distance learning environment. It is time that our District starts using this opportunity to offer a variety of educational platforms to meet the needs of all our students. I request you either delay this phase until after January 18 so families are more confident in this phase or offer more options now.</p>
302	Amy Tate	Savanna Tate	<p>My child is in 4 math grade and attends the pm cohort session. I am not in favor of sending my child to school full time as Covid cases continue to rise and we now a Covid positive case within our school. The thought of my child being with so many other children is disheartening. Social distancing is difficult when you have 29 children in one classroom. Wearing a mask for several hours and social distancing can be challenging for anyone especially children. Being in a classroom with several students sitting behind a plexiglass barrier without much movement around the classroom and limited activity outdoors doesn't sound like a positive learning environment. More of a distraction. The hybrid schedule provided a better balance . Less exposure and less time at school. Wearing a mask and social distancing is more manageable.</p>
303	Carrie Trantalis	Students and teachers	<p>I am commenting to express my concerns with our district moving forward with a full reopening on November 30th. I feel that the policy of the district should be that we continue with a hybrid model to keep students and staff safe as COVID cases in our county have surged and our county has been placed on a more restrictive tier. I feel it is irresponsible to double the amount of students in the classroom and on campus when many parts of the country and world are shutting down. Hybrid has benefitted my students in many ways. They are getting more individualized instruction daily. I am dealing with minimal behavior problems because we have less students at a given time. Students have more opportunity to participate in the lessons. I am able to get through my academic lessons each day and meet with all my students in very small groups (1-4 students) while socially distancing. This is especially beneficial for students who have fallen behind while schools were closed in the spring. I am concerned that with full classes starting right after the Thanksgiving break we will see more cases occur. I am also very concerned with students being confined to their desk all day behind plexiglass. This is very hard for anyone, especially young children. Another concern is the logistics of pulling students for speech and resource services. While in a hybrid model students who require services can meet when they are not in class. Once we are full day, it is going to be much more challenging to provide services for these students. Students are not returning to "normal" school. They are not allowed to play with other children or participate in recess activities. I feel that the hybrid model is working and I ask that we continue this model. Please don't put our students and staff in any unsafe situation.</p>
304	Amanda Thorne	First grader at Carlton Oaks	<p>Thank you for navigating all of the ups and downs that we've all been facing. PLEASE reconsider your decision to continue with the full capacity opening after Thanksgiving! I'm deeply concerned about sending my child and having any other child or staff member put into a vulnerable position with cases of Covid at an all-time high. We've already had a scare and my daughter had a bad cold and had to miss a week. I can only imagine how that's going to be after Thanksgiving and Christmas/Hanukkah. The hybrid model is working well and I vote to continue on with what we know is working and not tempt fate and put others lives at</p>



			risk. It won't be worth the rush when everyone gets sick. Please wait to reopen full time. If you do decide to open full-time, please give us an option to have our children in distance learning. Thank you for your consideration.
305	Rosemarie Catalfo		As elected officials you have the responsibility to represent the best interests of the children and their education. You have a district hybrid program in place, that is working so well and children are thriving, what is the rush to change it before the holidays? With covid cases on the rise why risk increasing the numbers and having to close completely? Ask yourselves, is 2 more hours of education worth the risks involved? As a grandparent who picks up her grandson, the rush deeply concerns me for all these reasons. I ask you once more to remember you risk not only spreading to family and grandparents but risk school closure altogether if the cases double. Your district program is working during a very rough time and for this you are to be commended. Please continue to lead and set the example for other districts to follow. Make the tough decisions.
306	Bronson Pate	Audrey and Juliette Pate	PLEASE. Consider the families. We are so grateful to have a school district that is not under the thumb of SDUSD. Please help our families and our children by moving forward with a schedule that is as normal as possible. Thank you.
307	Aaron Kawczk	Aaron Kawczk	We have significant concerns with the Santee School District moving forward with the next phase of re-opening on November 30th. Our family has two members that are immunocompromised and we take many measures to limit exposure to COVID-19. How can the board justify increasing the risk of exposure while San Diego County statistics indicate a significant and rapid increase in the case rates, community outbreaks, testing positivity, and hospitalizations? Do the benefits truly outweigh the costs, the ultimate cost being a person's life? This next phase will bring more children into the classroom and in closer proximity to one another than the CDC recommended 6 feet while also increasing the amount of time in that setting. No matter the protective measures put in place in the classroom, they cannot be guaranteed to prevent accidental/intentional person-to-person contact, the cross-contamination across commonly touched classroom objects, and the accidental/intentional ineffective wearing and removal of masks. This will also increase the likelihood of increased introduction of respiratory droplets inside the classroom and especially respiratory aerosols that can transmit COVID-19 and may linger in the air for hours if not effectively removed by ventilation. The increased danger will also be present surrounding the school campus during arrival and dismissal times, putting families in impossible to avoid close proximity to one another which will also be compounded by those that refuse to wear masks and practice social distancing in accordance with CDC guidelines. Our community has not yet reached the point where protective measures can be relaxed. We cannot let caution/prevention fatigue enable our desires to return a sense of normalcy. Until a vaccine is widely distributed, the only rational course of action is to stay the course and slow the spread of COVID-19.
308	Eryn Williams	Addison and Avery Williams	It is too soon to enact a full reopening. The current model is working with very little outbreaks. Covid numbers are increasing at a rapid rate. Keep our community safe by slowing the spread.
309	Jennifer Reynolds	5th grader at Carlton Hills School	In order to keep exposure at a minimum, I would vote against moving forward with the plan to bring all of the kids together. It is easier for teachers and other staff to enforce masks and social distancing and monitor for signs of illness in reduced groups. If a positive case did come in then it would also reduce the number exposed. I am a registered nurse and I have witnessed the recent spike in positive Covid cases, mostly mild (needing only home care) but some severe (inpatient, intubation, sometimes death). COVID-19 is real and none of us want to be the one with a severe case in our family. I think it is important for the children to attend "in person" school, however we have to do everything we can to prevent the spread so again I would advise against moving forward with fully re-opening at this time.
310	Jamie Asche		My request is that we keep the current half day schedule and not move forward with full time in-person or fully remote instruction at this time. The half day arrangement allows us to limit our children's exposure while also allowing some much needed social contact that is so important developmentally. While we were fully remote, my son suffered emotionally and I would prefer to avoid that situation if it is possible. I appreciate the district's efforts to revisit the plans and to determine what is best for our students' and teachers' safety during this unprecedented time. Thank you.
311	Marcella Zaleski	Concerned Parents and Teachers	Dear Santee School Board, I do not support schools fully reopening on 11/30. Given the rise in positive COVID-19 cases, cold and flu season and major holidays in which families may be traveling and gathering, I think it would be irresponsible and

			possibly detrimental for schools to fully reopen. By adding on an additional 3 hours to the hybrid model, consider how much real academic instruction students will truly get. Subtract 30 minutes that will be used for lunch. Subtract minutes for structured mask breaks. Subtract minutes for hand washing time for 24 to 30 kids every 60 minutes. Subtract minutes for temperature and symptom checks for 24 to 30 kids. Adding it all up, is it really worth it at this point in time to put students' and teachers' health at an increased risk? Also, are classrooms genuinely meeting all the health and safety guidelines? Is social distancing really able to happen in classrooms with 24 to 30 kids? Show of hands, which school board members have physically been INSIDE multiple classrooms recently to truly see the size, layout and function of the classrooms during a pandemic. Do you want to sit at a desk wearing a mask surrounded by plexi-glass unable to get up and move freely when needed for 6 hours a day knowing that COVID-19 cases are rising? If you can't do it, how can you ask our young children to? Please do not open schools on 11/30. Reassess the reopening plan on January 19th, 2 weeks after the winter break and then make an informed decision that puts the health of teachers, students and the Santee community first.
312	Amy Devenere	Damien and Tristen mom	Let schools open the children need that and so does everyone
313	Paul Arce	Rio Seco School	Kids need to go back to full day school we need to bring some normalcy back in to their lives!
314	Chris Stanley	STA	Good Afternoon, As you continue to look at setting a date, are you considering our preparedness as well as the consensus of the experts? When you set this last date, no one knew that the United States would hit 1 million new cases in a week. This is not about just safety for COVID-19 but preparedness for when school sites must send employees home. Who will cover those classrooms because Santee has not secured enough Substitute Teachers? I was out the first week of hybrid due to close contact in the classroom. Santee had three adults in my classroom within a 2-hour period. Is that COVID-19 Safe? Is that student safe? How does that support continuity of classroom management which always leads back to safety? At a previous board meeting, it was stated that 2-3 classified employees would be needed at each site. Is it 18 or 27 employees? There are some classified who are taking on the responsibilities across many areas of the campus. If that employee tests positive, how many classrooms, teachers as well as Project Safe or the State Preschool program will be impacted by one person? Once again, I want students back. I want my fishing programs back. I want my DJ program back. I want the students to receive the full experience! The staff, students, and community deserve a completed and comprehensive plan that fits what is happening in the real world. The community deserves that! The children deserve that! Thank you,
315	Jodi Cohen	my family	As both a parent of children who attend school in this district and a teacher within this district, I feel that right now is not the time to be returning to school at full capacity. I agree that we do need to eventually return to full time but directly after a holiday break when we are in the purple tier does not seem healthy to me. In my opinion, we should continue with the hybrid schedule until at least mid January. This would enable us to get through the holidays while providing a 2 week buffer afterwards. Thank you for your consideration.
316	Amee Hughes		As a very concerned parent, I am asking you to reconsider the previous decision to open for a longer school day starting November 30. Rushing to have students in school for a full day is not only unnecessary, but could cause harm to students, teachers, families and the community. Many students are thriving with the school schedule as it is now and I do not think risking their safety to send them back for a full day is something the board should ask Santee families to do at this time. I do not doubt the school board has the best interest of students as their top priority. However, I do ask that they try to keep every part of the bigger picture in mind while they make the extremely important decision of delaying the return to a full school day until some time next year. It is not worth risking the safety of so many for a longer school day right now. Opening schools to larger classrooms and longer days could cause cases at schools to rise and force campuses to close. The school days as they are now have allowed cases to stay low. Let's not risk that by forcing a full day return on November 30.
317	Casey Verdugo	Myself	We have kids back in school in this hybrid system and students are getting the attention they need to help them flourish. Children are arguably getting even more attention, behaviors are down, kids are making progress and it's amazing. If we switch to full time learning when we are in the purple tier in San Diego County, it could set us back completely. If we have to shut down and go back to distance learning (because kids and teachers come from various parts of San Diego County and parents



			are working in various parts of San Diego County) these children would only be set back even further. As we go in to cold and flu season, it is a huge risk for our district to take. I personally feel the most effective as a teacher when I can be in class with my students. I would be devastated to have to see us close down again and I would also be devastated to put the students in my classroom at risk when they are still learning and struggle to follow the guidelines. I don't feel there is a complete plan and as a teacher, I feel uncomfortable with being responsible for my students health and safety not knowing that complete plan. Hybrid is absolutely not an easier way of teaching. We are working longer hours and weekends to make sure we are making the most of the time that these children are at school, but if we are urging the district to consider staying hybrid (when it is more work), there is a reason. That reason is the safety of our students and that reason is absolutely their growth and their education. As educators who absolute love what we do, we have only ever wanted what is best for our students.
318	Liz Gershwin	Owen	Greetings, I am a parent of a second grader at Sycamore Canyon. I am also a frontline healthcare worker and have seen an uptick in cases at the hospital. I truly believe it would be foolhardy to go back to school full time immediately after the Thanksgiving holiday, when many children will be undoubtedly exposed to multiple people without masks on. I also think it's too much to ask of the kids to change things up so much during a time of year that already has so much going on. The half day option is working very well, and the reduced class sizes have been a positive experience for our children. I know it may be hard for working parents without other options. Perhaps you can expand on project safe. But for many students, mine included, they have been able to blossom with a less overwhelming classroom and it would be amazing if the district can see that this IS working well, and offer something like this in the future as a reduced class size option. I'm probably dreaming there, but the rapid reworking of life during Covid has opened many companies up to the benefits of their employees working from home. We should really look into the benefits of half days for our children as a permanent option. Thank you!
319	Laura Riley	Keep schedule as is until able to reopen in different environment	As a parent who has been all for reopening since day one, my feelings have changed now that we have an understanding of what "full reopening" means. If our children will spend more time at school only to eat lunch in a classroom behind plexiglass and spend recess outside "stretching" instead of interacting with friends and being allowed to play on playground equipment, then my vote is to leave things the way they are until our children can have normalcy back instead of more restrictions. The extra amount of class time is not substantial and the iPad work is easily done at home.
320	Regina Keyes	Please delay the plans to combine the AM and PM student groups.	With cases on the rise, and significant restrictions back in place for other indoor gatherings, increasing the number of people on campus is not a safe move. It puts staff, students and families at significantly more risk. There are only a few weeks left until the winter break. Please continue with the current schedule and re-evaluate in January. When the full return is considered, please take another look at the grade-level dismissal times. Parents who have children in different grades will need to make 3 trips to school every day, significantly impacting our own daily work schedule.
321	Scott Kaforey	Children and staff attending Santee schools	With cases on the rise across the city, state, country and world, I strongly encourage the board to reconsider their decision to return to full time. Not only are cases on the rise locally, but we have major holidays coming up where people will be gathering and will likely make the situation worse. The CDC has recently reversed their recommendation on kids returning to school. Children of all ages have been shown to be spreaders of the virus, and I think it's hardly a coincidence that after schools across the world started returning, that case counts have been exploding. If anything, the board should be considering moving back to full time distance learning, not the other way around.
322	Lea Hallinan	Teacher, my family, our community	Please postpone! Safety should be the priority. Returning students to full time right now puts our community at an unnecessary risk. Increasing the number of students in classrooms across the district increases the chances for unnecessary exposure. Hybrid schedules are getting students to in person learning safely. The increased severity of the pandemic makes it unsafe to have large groups of students in a room at the same time without sufficient distancing. Plexiglass in a full classroom is not a substitute for distancing.
323	Colleen Peterson	Test scores WILL go up.	There's a saying— "If it's not broken, don't fix it." Hybrid is working and it's working well. PLEASE, don't "fix it" by bringing back all

			students together. Students are back in school, able to socialize with friends, in a routine, and enjoying school again. Most importantly, they are learning more than ever in small groups. Why would we want to upset that? You want students happy and learning? Leave things the way they are. You want test scores up? Leave things the way they are. Let's do what is best for kids and continue on with quality over quantity.
324	Clarissa Meckstroth	Myself	I think the Santee School District pop using too har and too fast to reopen schools to the full extent of the law. With COVID cases spiking and closures ramping up all over the world, we should be exercising restraint, and only mover forward when we are overwhelmingly sure that our students, teachers, and a staff will be safe. I think one of the most damaging things to do is when we are sending students and staff to school, then sending them home because of close contact or a COVID case in their classroom. This is mentally damaging and unnecessary.
325	Risa Farber	teachers	Hybrid is working! For continued safety and health of our students and staff we should remain hybrid until after this surge is over. Students are learning just as much if not more with this current model. Behavior problems are a minimum. Personal attention is at a maximum. Including lunch time and an extra hour of instruction will mean more sitting and wearing of mask for over 6 hours, it will not actually increase productivity. As a teacher, I feel my students are showing progress and are receiving the instruction needed to continue to grow. I am in favor of keeping hybrid.
326	Katie Fossing	Parent of SSD grad and current SSD kindergartener	Good Evening, I am hopeful that the outcome of tonight's meeting will support and reflect the Santee School District Mission Statement: "Providing an extraordinary education in an inspiring environment with caring people." If we move forward with a Nov. 30th reopening date, I am sad to say that students WILL NOT BE RECEIVING AN EXTRAORDINARY EDUCATION IN AN INSPIRING ENVIRONMENT!!! Big plexiglass barriers on every desk, 6 feet distancing, hand sanitizer, no collaboration, no interactive play, lonely lunchtimes, and so many more restrictions are far from what my child's school experience should be! These kids deserve more! I urge you to reconsider our reopening date. Teachers are working TIRELESSLY to create good learning experiences in hybrid and online EVERY day. Our kids will be fine for a few more months!
327	Chris frankfurth	Dylan and Ellie Frankfurth	Parents have the option to have their kids distance learn. PLEASE do not allow paranoid parents to decide the fate for all of our children. Let each parent have a choice, and the option to decide for their own children. Work schedule difficulties for some parents not wanting full days is NOT a reason to not go full time. That is their own personal situation that they need to figure out. The kids NEED school for their mental health. I have seen depression in my 6 and 8 year old this summer from the lock downs. Now they are happier, I saw their spirits get lifted when they returned from the very first day of school. The half days are still not an adequate amount of education for the children. Please please please go to full days. Thank you santee school bord for re-opening, and for thinking about the wellness of the children. I proudly tell people how happy I am with the decisions you have made so far. Other parents (friends) in San Diego have expressed to me how lucky I am to live in santee and have my kids back to school. We all want what is best for our kids. Thank you
328	Joseph Kemery		Just yesterday, there were 922 new cases of COVID in our county. Numbers of cases continue to rise and we are entering both the holiday and flu season. People are gathering and spending more time inside. There is no sign that the rate of infection is slowing. We should be doing everything we can to maintain AT LEAST 6 feet of distance. Plexiglass is not a replacement for 6 feet of distance. Students will not be eating 6 feet apart either, adding to the increased risks to students, staff, and their families. Please reconsider pushing our district into full-class, full-day instruction on November 30. Our current hybrid model has been effective. Most important to its success are the small cohorts which allows appropriate social distancing. The current hybrid mode of instruction has so many strengths for the safety and learning of students during these difficult times. While we can currently claim that we have not seen any community spread within our schools, this is only due to all of the social distancing in place. We should not be removing those safeguards now, when we are seeing skyrocketing rates of infection throughout our county, state and nation.
329	Patty Wilber	HC and colleagues.	Dear Mr. Fox, Thank you for reading comments and taking the time to process and hear what we've said in regards to this not being the best time to fully return. I truly appreciate that you spoke up and requested further discussion; it made me feel far more appreciated and valued than I have felt the past year. I sincerely hope that every board members reads and reflects as you did. Thank you!

330	Hailey Bennett	Not going back to school full-time.	I am in eighth grade student at Carlton Hills you to reconsider going back to school full-time on November 30th. With all the new cases and the deaths I advise that we should not go back full-time. I also think that we should not help COVID-19 spread faster than it already is. I can see why some people would go back to school full-time but I don't think it is wise. Me and my fellow classmates are the ones who have to live with this decision so please pick something that works for me and my friends and caring teachers. Pick what's right for us, all in all whatever you chose I will respect it. Thank you for reading my comment!
331	Anne Coman	Although I am still distressed from the threat at the last board meeting, I recognize that it is important to candidly share my experiences and concerns for the upcoming reopening. I am a Resource Specialist working with 6th through 8th graders. I was unsure how things would go this year as I had a hard time getting students to engage in the spring. Fortunately, things have gone beyond my best expectations since we have returned to hybrid learning. Although I am still teaching via video because I cannot have my students crossing cohorts, my students are engaged, receiving their mandated IEP supports, and experiencing success. I am able to meet their IEP service minutes without impacting their access to their general education classes. Because of the modified day and the ability to split my students between the am and pm schedule, I can offer additional office hours beyond their normal group time. I have been so proud of my students' attendance and participation beyond their required times. It was an unexpected bonus and a gift of time that I normally do not have. That being said, I have been tormented since the news of the November 30th reopening, trying to find a way to create a schedule that will support all my students once they are all at school the same time while keeping us all safe. Needless for me to say, the quality of my program will not be the same. No more office hours; no individual support. The issues are many. I would be happy to elaborate if anyone cares to contact me. In addition to my logistical and programmatic concerns, I have extreme concerns over safety. I have an immunocompromised family member whose welfare is foremost in my mind. I follow all precautions recommended by my doctor including wearing coverings and shoes that I remove before I go home. I worry that our schools will become super spreaders. As Member Fox stated in the meeting last night, many people in this community are not following the guidelines. I have seen this for myself and have made a conscientious decision to no longer shop in Santee unless there is no other option. I am scared. I am scared for our students. I am scared for our families. I am scared for our staff. These are our friends, family and community. If the district leadership has a tunnel vision on the clock and only evaluates a quality education based on the number of minutes on a campus, it will miss the successes of our current program, the risks of packed classroom that cannot follow social distance guidelines, the reality of an airborne illness, and the emotional wellbeing of our staff, students and their families. With our county progressing to the purple tier, the beginning of flu season, and the probable participation in holiday gatherings, to re-open on November 30th or immediately after a holiday break seems a reckless endeavor. I beg you to reconsider for the welfare of all in this community.	
332	Jeanette Gil	Hope our schools stay open.	
333	Kim Romero	My two sons (1st & 8th Grade)	These kids NEED to be in school full time, there is more social/emotional harm to them being out of school. Let them be kids and experience a proper school life. They are the lowest risk population, it's time that we start standing up for our children and stop allowing this to take over our rights! These kids deserve better, and we as adults have to do better.
334	Virginia Geviss	My family and Santee community	Please postpone sending kids back for full day school with their whole class. My grandchildren attend your district and I am worried for our family's health. If they are pushed in with their whole class all day, they will have more of a chance to contract COVID and bring it home to me and their grandfather, who are both in the age range of concern. It is not okay that they will not have 6 feet of distance, even with plexiglass around them. It is also not okay that they will have almost no time to play or move, and that they will be eating around each other mask-free. We are about to get a vaccine, please let's not rush into a dangerous situation when there is a solution coming soon. Moving into full day classes with all the kids crammed in together affects the entire Santee community I live in. I do not want our numbers to skyrocket because we have been pushed into a dangerous situation that is absolutely avoidable. You have a responsibility to teach the kids and keep them safe. The teachers are already doing both of these things very well in the hybrid arrangement. They will not be able to keep our kids safe if they go back to full day at this moment in time. Please do not gamble with our lives. Please keep the kids in the hybrid arrangement until it is safer.
335	Tina Conlee	San Diego County is currently in the purple tier. There are to be no new school openings during this time. I believe that opening up for full time in-person learning during this time of unprecedented COVID cases is overwhelmingly foolish. Further, having this occur after a week long school break is even riskier. Students and staff may take part in large Thanksgiving gatherings, exposing them to infection. I implore the school board to look at the science and make the	

only decision that does not risk harm. Continue the current hybrid practice.			
336	Chris Ortiz	Huh?	The policy, 'if the student has a headache or feels tired, send them home' is very short-sighted. Not sure where this came from, but a Pediatrician will not approve of a COVID test for just a headache (HELLO!) This would flood the health-system, so maybe just go back to remote learning since this policy is half-baked and there is obviously some hyper-sensitivity to a headache. The back and forth, of in-person attendance and extreme caution is contradictory and needs to be thought out better, by qualified professionals.
337	Thomas Collier	Santee tax payers/voters/concerned citizens	The santee school district is trying to force everyone back to school on the 30th. 29 - 30 kids in one room. No recess. One air break where they are not allowed to get up. 30 min lunch with 6 kids per table.. no one can get up. If possible a second air break in the afternoon. 5 hours, sedentary. Indoors with 29 people. Separated by inches. Not even the outdated indoor standard of 6 feet. These conditions are what we expect to see in a detention facility. Not a children's primary school. They are untenable and inadequate to protect public health and safety. Everyone back to school just after the holiday. During the largest increase in daily totals we have seen in the country and locally here in San Diego... It has already been a compromise for my family to participate in any return to on campus learning during an airborne pandemic. Bringing all of the students together at this same time will lead to increased absenteeism. Because of increased illness and families rational fear to keep themselves safe. My family will continue to listen to the science and put everyone's safety 1st even if others do not. We must put the health and safety of our community first. A quarter of a million... 250,000 dead. Reckless reopening now. "Because if we don't do it now we never will". Is unforgivable and comparable to negligent homicide. Listening to certain board members in the last meetings disdain for even holding this meeting today made me sick to my stomach. Statements like I dont have time for this meeting because of my planned vacation or do I have to be here or can I send my vote via email. I am busy, I work for a living. It is just too inconvenient to change now. Just wow... everyone has life going on. If you are not up to the task step-down and let someone else do the work. Finally seeing a retroactive raise and provision amended to the superintendents contract ensuring that she gets a raise whether a performance review is done or not... with a clause that states the board and superintendent could forego the raise in time of crisis. What is this if not a time if crisis. The priority for some members of the board do not seem to fall in line with what is best for everyone. Do not bring all of our children together in these crazy times. Combining thousands of kids into the same rooms... the guidelines in this are clear... DON'T
338	Cameron Williams	Teachers	Thank you for your careful adherence to Robert's Rules of Order to consider this topic. As you discuss dates for a possible postponement of the full return date, I hope that you consider caution due to holiday celebrations. An immediate return after break would be premature with family gatherings having just occurred. A mid-January return would be much safer and prevent another possible postponement. Thank you.
339	Courtney Bueno	myself and my Kinder	I am concerned with the current plan to reopen on Nov. 30th as both a parent and a teacher in the district. My son is currently thriving in the current hybrid environment. His social and emotional needs are being met as well as his educational needs. He feels safe at school. As a teacher, my students are also thriving. They love being at school, the parents are happy, and I am able to spend much more one-on-one time with each student. The current safety protocols are also working. I am able to keep my kids 6 ft apart in the classroom, the students wear their masks if they are out of their seats. I feel safe. My students feel safe. The parents feel safe. Reopening would change all of that. It is simply not safe at this time. The current purple tier status and closures in San Diego County prove that. Many teachers and students reside outside of Santee including myself and my son, and unfortunately we simply cannot trust everyone to follow the recommended guidelines. The CDC has also now changed their status on children and Covid and reopening schools. Please reconsider the reopening date. We all want to be back to normal, but not until it is safe.
340	Brianna Ralston	Micah and Hailey Ralston	As a parent of a child on the Autism Spectrum it is extremely important for both the mental health of myself and my child to go back to school full time. I have spent several months attempting to teach him but I do not have the expertise that the teachers

			do and the additional services he needs are undoubtedly better received in person rather than on the computer. When my son receives school instruction from me we have countless tantrums but he behaves well for his school teacher. Please look at the big picture. Children are not the main transmitters of COVID. In addition, parents are unable to return to work when children are in school half day.
341	Lauretta Reyes	My Granddaughter	Please use as much common sense as you can when making the decision to bring all of the schools back. After Halloween we saw a huge uptick in the virus across the nation. I can only imagine how many families will ignore safety for Thanksgiving and Christmas. Please wait to make a decision to open up schools after the holidays to at least see how the pandemic has progressed. I believe in caution to protect our kids and teachers as much as we can. Putting all of the kids together all day in a recipe for a disaster for the Santee Area. These are working class people that need to keep working and taking care of their families. One person gets sick in a family can devastate the whole family for many weeks and maybe months. At some point things will get better but not right now. Wait and see how things play out in the future.
342	Heather Glanz	Rio Seco School and the Santee School District	I would like to voice my concern about all students returning on Monday, November 30th. With the recent and ongoing spikes in COVID cases, I think it would be unwise to have all students return on the Monday following a week off, which includes Thanksgiving. As you may know, the recent spike has been linked to Halloween and the get-togethers/celebrations that took place. I know for a fact that many of my students are leaving town, and/ or getting together with family and friends. This fact cannot be overlooked, as it will more than likely be a key reason why cases will spike or continue to spike. I would like to suggest a safer, healthier alternative. I think it would be best to continue as we have been, since it IS working, and reconsider our full student return. I believe that we should not think about a full return until at least 2 weeks after Winter Break. A few more weeks, status quo won't hurt anyone, but a change too soon, could. Thank you for listening.
343	Tabitha Hodge	Concerned parents and teachers	In response to the board meeting on 11/17, I am shocked the District is not taking the teacher survey recently done into account, along with the teacher comments that Melanie Hirahara read to us all in the meeting. It is unacceptable to have 95% of our teachers not being heard and having no value in the board's decision regarding the 11/30 full re-opening. These are the people that truly know what is going on in the classrooms and being held responsible for our children. Has anyone on the board spent a sufficient amount of time in the classrooms to be able to make an informed decision making these teachers concerns null and void? In response to the board member stating it is unfair to the parents that are counting on going back full time on 11/30 because they have already made arrangements and need the child care that the teachers provide in the full time schedule... We all have current arrangements in place for the AM/PM hybrid schedule, including these parents "needing" the full time schedule. Those arrangements can and would stay in place as is currently. How will these same parents "needing" the full time schedule make arrangements should the increase in cases end up forcing the District to fully close again sending us all back into the full time distance learning as we did in the spring/summer? They would be forced to make arrangements no differently than we all did in the spring/summer. Re-opening to a full time schedule on 11/30 to accommodate the need for child care by teachers is irresponsible and unacceptable. In response to the board member stating it was unfair to postpone the re-opening because those who are in agreement with the re-opening need the opportunity to be heard as well. The ability to submit comments to these board meetings is open to anyone who wants to submit a comment. Anyone can open the District website and click on the "submit a comment" for the board meetings. They chose not to be involved in the meeting or submit a comment. My children have received their plexi-glass for their desks. I have seen them. They do not cover the entire front of the desks and they extend approx. 12 inches off the left side of the desks. There is no coverage on the right sides so it seems their right side coverage is supposed to be from left side plexi-glass on the desk to their right. The desks are not spaced sufficiently per the current guidelines of re-opening. My daughter wears glasses and is struggling to see through her plexi-glass and the 4 sets of plexi-glass on the desks in front of her. Both of my children are struggling to hear the teacher or their classmates. How long will it take for the left side extending off the desks to be broken by children moving to and from their desks? Do we have replacements ready to pop into place at any given moment? I urge the board to read the 100+ comments

			submitted for the 11/17 board meeting. All but a few of those comments were in support of postponing the full re-opening until after the holidays. I urge the board to re-visit the reading from Melanie Hirahara and allow our teachers concerns to play a role in the decision process. Postponing the re-open until the New Year once we are able to reevaluate the situation accommodates everyone. Our children are still receiving and excelling in their in person instruction under the AM/PM Hybrid schedule. They are getting some socialization aiding in their social and emotional well-being. All of this is at risk of being stripped away from them if we return to the full schedule too soon and a rise in positive cases shuts down the District returning us to full time distance learning again. Everyone will be upset and angry then. Slow and steady wins the race. There is zero rational reasoning to rush into a full re-opening. I know it is a difficult position to be in and it is impossible to make everyone happy. It is most important to keep our current positive traction here. Thank you for your time and consideration.
344	Shawna Strickland	Santee Teacher and Parent	I'd like to speak on the academic issue that was brought up at a previous board meeting. The thought is that our students are not receiving a "quality" education while in the hybrid model. I can tell you that I have seen first hand the incredible work my colleagues and our students are doing everyday. Many were/are concerned with the loss of learning brought upon by the Spring shutdown. Since opening for the AM/PM model, we have been able to work hard to make up for lost time. The smaller classes allow more individual attention to be given to students. The students are more focused in class due to less peer distractions. Personally, in my class, we have been able to catch up to where we would be at this time in a "normal" year, and I truly believe it is due to the ability to be here in the hybrid model. Behavior issues are non-existent, and I have seen my more timid students become more vocal and participatory in class. I'm not saying we shouldn't ever return to our "norm," but this model is working, and at a time when it is truly needed. My fear is returning too early, and having to shutdown again. With the larger classes, it would be more disruptive to student learning. The bottom line is that we have been successful in managing a productive school environment for our students during a world-wide pandemic, so must be cautious when making decisions that would potentially disrupt what is working for us now. Thank you for your time and consideration.
345	Anthony Rathswohl	Santee Community	Thank you for addressing the pandemic in the Board meeting and scheduling today's special session. The widespread transmission of Covid-19 and our elevation into the highest, most restrictive Purple Tier, (and the possibility that many families still plan on having get-togethers during the holidays) is very concerning. The districts decision to continue with the reopening plan, despite the fact we are experiencing a significant surge of cases during this pandemic, was a surprise to hear. I find it disingenuous to say that elevation into the Purple Tier has only commercial implications, since if schools were not already 'partially' open, they would not be allowed to reopen at all. We understand that by following the "letter of the law" the district can allow the return of all students to campus during this pandemic. This would be an unnecessary move that puts everyone's health at risk. It is counterintuitive to increase the level of risk in our schools while reducing the risk everywhere else. I request the district err on the side of caution and view the safety of the kids, staff and community as the paramount factor while determining our futures during this pandemic. The question should not be what we are allowed to do, but what we should do. Thank you.
346	James Kelly		I do not feel my kids are suffering or missing other children's interaction. They seem happy and healthy. That's the way I want to keep them, let's totally put the brakes on the full class and the full day.
347	Kimberly England	2 children at Carlton Oaks Elementary	Our children's emotional and educational well being depend on continuing to reopen as planned. If people were concerned about full time reopening, then they should not have put their children in school for the hybrid model to begin with.
348	Laurie Josafat		As a parent of a student of the school district and as a healthcare worker, I don't believe the schools should reopen back to full time hours. San Diego adults have already proven they can't get it right when restrictions were lifted. If the covid cases are continuing to rise then we should continue to help try to prevent the spread, not enable more bodies more time to potentially infect eachother.
349	Sean Flood	Mackenzie Flood	Please open school to full time. the students grades and education are failing from the current teaching plan.
350	Susanne McKell	Students at Carlton Hills	I am writing to support the decision to reopen schools in the Santee School District for fulltime instruction on 12/1. I have been



		Elementary	very impressed at the districts pro-active approach to their safe re-opening plan. My kids have been in Project SAFE this whole time and I have seen the schools working diligently to make the necessary changes to ensure the safety of the students and staff. As we have seen recently, the major outbreaks of COVID-19 are from gatherings without safety measures in place such as masks, social distancing etc and this is not the case in the school setting. These kids are suffering both academically and emotionally and delaying full-time reopening is only going to make this situation worse. I hope the district makes the right choice today and reopens for full-time instruction on 12/1.
351	Cynthia Rathswohl	Santee community	I am disappointed with the districts plan to move forward with total school reopening on November 30th. The surge of cases in this pandemic should concern us all. Our child's safety, our families safety and the safety of our community should be our only concern. I hope we can all agree that opening the schools is a risky move and should be delayed.
352	Miki Thompson	Wendy Thompson	I feel it is irresponsible given the current climate and lack of consistent handling by all levels of government, including but not limited to, state and federal to have the kids come back at all let alone change what is already happening. The fact that no two districts are handling issues consistently shows that no two parties know what is the proper and safe way to handle the situation. The desire to push kids and staff back into an unknown situation makes no sense when every other large corporation is working remotely. It begs to question the reasoning behind the push to get these kids back and the true reasons behind it when other districts, including the local high school, are handling very differently.
353	Kelly Bennett	Santee School district-school during the Covid pandemic	I would like schools to stay as they are now - half capacity, half time or back to virtual (if that is an option) until the pandemic slows
354	Don Hohimer	CFH Certificated	Governing Board: I appreciate the difficult decision you are tasked with in establishing a safe school reopening plan. The current hybrid model is a big success that is meeting the academic and social needs of our students. With the County in the Purple Tier, I strongly urge you to maintain the current hybrid model strongly prioritizing the safety of our students. Thank you.
355	Jennifer Moniz	Gracyn Moniz	This needs to STOP! This virus has become political and is just a way to control us! This is affecting our kids mentally, emotionally, and more importantly, their education!!! This doesn't effect the children of the Dictator, and the people in charge as their kids are going to pricey private schools!! It's been 8 months!! Our children need their teachers, friends, and the social skills! STAND UPFOR SANTEE AND SAY NO!!!! ENOUGH IS ENOUGH!!
356	Casey Price	Madison Price	I think the Santee School District should continue with the opening of schools full time on November 30th. The proper guidelines have been followed and these kids need to get back to their normal school routine. The added cost of child care and the fact that project safe increased their rates as well as charging additional for hybrid schedule is creating a financial hardship on those of us that have working parents unable to stay home or work from home.
357	Jackie Frankfurth	Can I ask that the school board please poll the parents of the children?	I feel that the public comments are being bombarded by teachers. I hope that you guys reach out to the parents and see what we want.
358	Mark Hoadley	my son	I would like to thank the gentleman on the board who took a stand at the last meeting and made this debate possible. It takes a lot of courage to speak up when you feel something is wrong, especially when you know the backlash it will cause. I do not envy the difficult decision the board needs to make today. I hope after all the public comments are read; you will decide to keep the current hybrid model because it is safely providing my son an excellent education. My son is thriving this year being able to learn with students at a safe distance while getting help from the teacher when he needs it in the core subjects of Math and Language Arts. I am more than happy to help him at home for the distance learning portion of History and Science. The plan for the return to full day instruction has many flaws and will not provide him with the safe and excellent education he deserves. Please keep the current model and work with the teachers to come up with a better plan for the return to full day instruction at a time when it is safer to do so. Thank you!
359	Graham	Parent	I do not believe that opening the schools full time right now is a good idea. We need to get though the holidays and the thick of

	Cavanaugh		flu season. What is the rush? Other districts are taking it slow and not putting decisions in stone. I personally do not want my child to remove the mask and sit around other children. What you are doing now with the hybrid is working, and working well. There needs to be a better plan in place for keeping them there 6 hours with their masks off at times, in a full room. Let's wait, see how this plays out. Try out the new safety measures and wait. By picking a date means only caring about the return date and not seeing what's happening in the city or how parents and teachers are feeling when that date arrives. But for now let's wait.
360	Kimberly Baroz		I am requesting to delay the reopening of full days on November 30th - I am requesting this change until after the Holidays and New Year where numbers can be evaluated based on Holidays, and children can continue to get the learning from the hybrid model. My daughter is 5 and a first year kindergartener, she is struggling already without breaks and understanding this. She complains about wearing her mask for hours, if this change happens she will go 5 hours at school with a mask. I am single mother that works full time and the schedule is extremely inconvenient, but if this is allowing my child learning I will continue dropping her off for 2 hours in order to keep her and others safe. People mention that kids do not make up most of the cases, but what about the family they live with that have compromised immune systems?
361	Cynthia Rathswohl	Concerned parent and Santee community member	I am disappointed with the districts plan to move forward with total school reopening on November 30th. The surge of cases in this pandemic should concern us all. Our child's safety, our families safety and the safety of our community should be our only concern. I hope we can all agree that opening the schools is a risky move and should be delayed.
362	Brenden Lowell	Carlton Hills Elementary	Board members, please reopen full time to all students. Schools have a low transmission rate and students very rarely suffer the severe effects that our elderly population sees from this virus. Our students are suffering educationally, emotionally and socially. These long-term issues far outweigh any immediate concerns this virus may cause for our least vulnerable. By not moving forward, you will be adding to their distress. I encourage this board to be bold and act according to the example set by our governor. Mr. Newsom sees fit to enroll his children in a private school that meets in person in order to ensure that his kids are receiving the education they need. We should not deny the right of education to our own families who cannot afford such a privilege. I repeat. Reopen every school, full time, to all students. Thank you.
363	Anthony Rathswohl	Concerned parent and the community	Thank you for addressing the pandemic in the Board meeting and scheduling today's special session. The widespread transmission of Covid-19 and our elevation into the highest, most restrictive Purple Tier, (and the possibility that many families still plan on having get-togethers during the holidays) is very concerning. The districts decision to continue with the reopening plan, despite the fact we are experiencing a significant surge of cases during this pandemic, was a surprise to hear. I find it disingenuous to say that elevation into the Purple Tier has only commercial implications, since if schools were not already 'partially' open, they would not be allowed to reopen at all. We understand that by following the "letter of the law" the district can allow the return of all students to campus during this pandemic. This would be an unnecessary move that puts everyone's health at risk. It is counterintuitive to increase the level of risk in our schools while reducing the risk everywhere else. I request the district err on the side of caution and view the safety of the kids, staff and community as the paramount factor while determining our futures during this pandemic. The question should not be what we are allowed to do, but what we should do. Thank you.
364	Mary Hennessy		I urge you to keep the hybrid model because it is working. We should not be focused on test scores right now although I do see the kids actually learning more with the individual attention they get in smaller classes. A few school districts have already announced keeping hybrid for the entirety of the school year. If you're so concerned about going back and forth than perhaps we should consider doing this as well. We shouldn't be in a rush to open in safely with no real idea of how bad the pandemic will get in the coming months.
365	Sabrina Deuel	Pepper Drive	Please continue with the current AM/PM cohort scheduling! As a parent, and voicing for other parents I've spoken with, we're all very worried about our children's possible exposure to COVID in school. This AM/PM schedule seems to be working well. My child has yet to come home sick, whereas last year, they came home with some sort of big every other week. I can see the difference this new schedule and increased sanitation effort is making on our kids health. I, along with all the other parent's in



			my child's class, agree that continuing with a full re-opening is reckless, especially during this new "purple tier" classification. Please keep the AM/PM scheduling, at least through the end of this year, and continue to monitor the health/safety measures along with COVID. Let's see where we are come the New Year before any opening plans are enacted.
366	Katie David	Please keep hybrid instead of opening full classrooms. I do not feel safe sending kids to school in this way.	
367	Krista Spencer	I feel it is reckless and irresponsible to come back for full in person instruction on November 30th. Today, there are 65 students that are restricted from attending in person school due to COVID exposure, symptoms, or positive testing. This is just the number at Carlton Oaks. I seems that the board and superintendent think Santee is in its own bubble and don't impact the rest of the county! Where do people go who are sick? There is not a hospital in Santee. This decision has an impact on the already strained hospitals around the county. I also feel that this decision to open schools too soon shows how little the Santee School Board and Superintendent care about the teachers. I chose a position of year long distance learning for health reasons. Now I will be exposed to more students at one time. I will have to walk through a large group of students eating lunch without masks just to get to the restroom. You are putting my health at a greater risk. I have been teaching in this district for 24 years with excellent evaluations. However, the district has shown they have no faith in my abilities or professionalism to be able to choose where I teach and provide a quality program. Your actions are insulting and hurtful.	
368	Heather Wooding	Rio Seco	As a parent, I am asking you to consider putting off the full day openings till at least mid January. Our children are still trying to adjust to going to school in such a strange environment! This is causing enough anxiety for them. As of now they seem to be thriving, why push them? Put yourself in their shoes! Would you want to sit in a class in a glass box with a mask on for 4-6 hours a day? No, and neither would these kids! It seems like what matters most to you, is money!!! This is hard enough on a family, we have to worry now about what the kids may bring home too. Its easier to deal with in smaller cohorts and in a larger class. The teachers are human beings as well. They are doing a fantastic job along with all the staff, but it's overwhelming!! Put yourselves in there shoes, you are asking them to put aside all their worries and lives, and go forward. These men and women have elderly parents and children of their own. You don't think they worry about all that as well. These teachers are doing an amazing job with the small class sizes and short days. They are able to get a break in between and recollect their thoughts. Full days is asking too much from them. They are teachers, yes, but they are just human beings with worries too! To push forward with full days and full classes at this time, is saying to us as parents and others in the community that you don't care about the health and livelihood of this community! Please think about what this means.Thank you for your time
369	Michelle Corderman	Teachers, Students, and Their Families	I hope the Board will consider the Covid numbers and measures in San Diego before letting our students and teachers return to full capacity classrooms. Even with the plexiglass barriers, having 24 plus students in the classroom is a risk for teacher, students, and their families. If retail establishments are only allowed to be at 25% capacity, how is it safe to have 24 plus students in a small classroom for 5 plus hours. If restaurants can only have outside dining, how is it safe for teachers and students to be in a classroom for 5 plus hours. Our students will be sedentary for too long with the restrictions we have in school. With the plexiglass barriers it is almost impossible to do movement activities in the classroom with my Kindergarten students. I want my students to have a "regular" school day more than anything, but I want them to be safe and have age appropriate rules and restrictions. I want to feel safe going home to my family with underlying health conditions. Please make the right choice and keep our students, teachers, and their families safe.
370	RHANDY DOMIGPR	With the corona virus not going away anytime soon, and the fact that cases are on a rise. I believe that it is better to be safe and be extremely cautious with our kids health and stay with the Hybrid schedule oppose to the normal schedule. I am an active duty member of our military and I am on a deployed status. I would not want to keep worrying about my kids possibly being exposed to Covid due to longer hours of close contact. I vote for hybrid schedule which in my opinion has been very successful.	
371	Kathy Jose	Santee citizen and staff member	There are currently COVID cases at four of our school sites. We are experiencing a surge, which is likely to worsen due to potential gatherings over the holidays. I feel that this is not the time to bring all the students back together. Please wait and reassess after the first of the year. Yes, It appears that our students are less likely to become seriously ill with this disease. However, there are many older vulnerable staff members who remain at risk for serious complications. Many of us care for

			older family members and risk taking COVID home to them. Thank you.
372	Michael Acevedo	Giovanni Cappa	What basis, of solid, factual scientific evidence are you making your school board decisions on?
373	Julie Hazelton	A concerned grandparent	Two of my granddaughter attend Santee Schools, Carlton Hills and Pride Academy. I am very concerned about them returning to the classroom full time and ask that you consider delaying this return until after Winter Break on 1/4/21. The CDC has advised not getting together in groups for Thanksgiving but not all will follow this advice putting all students and school personnel in danger. Having lunch at school will create an additional risk to spread the virus since students will be sitting closer than the recommended 6 feet and will be dropping their masks to eat. San Diego is currently in the purple zone and although Santee schools have done well numbers tend to spike after a break. Since there is only 3 weeks between Thanksgiving and Winter break I feel the students and school staff would be more safe to delay full time classroom learning until 1/4/2020. Thank you for allowing me to comment on this.
374	Kelly Jacobson		Please do not open the school full time on November 30. As a family that works in the healthcare field, we see first hand how quickly COVID-19 spreads. This is not a virus to take chances with. It costs so much more than the education children will miss out on when needing to quarantine because of an in school exposure. Do we want to risk this loss of knowledge for our kids when having to homeschool if they have been exposed or get COVID-19? Even with our plan now, my child has been exposed to COVID at school and needed to quarantine. Families that are sending their children to public school and not electively homeschooling typically do this because their home situation does not leave room for more than an hour of homework at home at the end of the work day. Think of the percentage of adults and elderly who contract COVID compared to children, then look at the rate at which adults and elderly heal from this virus compared to children. I have 6 family members who contracted COVID. 3 children. 3 adults. The adults have taken a month + to gain the ability to move around at their normal pace. The children- a few weeks. And who enriches the minds of our children and allows them to see the world in ways others cannot? Schoolteachers, librarians, Respurce Teachers, School Volunteers. These are adults and elderly individuals. What happens when we risk it all? Wait to reopen full time until a vaccine is in place. The knowledge gained may not be as much as we hoped for, but PLEASE look at the alternative. Save lives and further loss of educations through weeks-long quarantines. As Ben Franklin said, "An investment in knowledge always pays the best interest." Thank you for your consideration in placing health and wellness above quotas.
375	Christina Rae	My family	I am in favor of the School Board moving the re-opening full time date from November 30, 2020 to January 11, 2021. Due to the fact that San Diego County is in the Purple Tier, the number of Covid cases has almost increased dramatically on a daily basis, the fact that there is talk of a vaccine with 94% efficacy being available in the next month or so, and that the majority of teachers on site with our kids do not feel ready for full return, should make this decision easy. The balance of education and health is a delicate one and when the numbers were lower and the kids were in smaller groups and not eating together it made sense (and still does), but in light of the changes since September and the fact that this process for full re-opening seems rushed, it should be put off and done right! I think we are seeing the effect of Halloween and letting down our collective guard, Thanksgiving and Christmas will be no different. With a start date of 1/11/2021 - that will be two weeks after New Year's Eve and after winter break. Respectfully, that would be my recommendation. Thank you.
376	Brittany Ayers	Parent and Staff Member	Dear Santee School Board, I highly recommend staying the course until after the holidays. My recommendation would be a return date of January 19th if not remaining hybrid for this school year. As a parent, I have been able to hear from my son that he is getting more support when he has a topic that he is struggling with. He has come home with the highest scores he has ever had on a report card this past trimester. He did inform me that he does get sad about not seeing some friends that are in the pm cohort, however he has been able to strengthen the friendships of those that are in his same cohort. As a teacher, I feel that we stay the course that we are on. I have been able to support all of my students' needs and have seen better academic growth. I feel that if we were to return to full day, especially being on a campus with more than 900 students there would be a significant increase in risk to both staff and students. I also feel that there is not enough space on campus to adequately support the need for breath breaks. Admin has done their best to create a schedule for breath breaks, but we all know as educators that sometimes we can't stick to the schedule which would to adjust our time or add in an extra break, which would

			<p>impact the breaks of others. We have several staff members that have increased risk factors and by having more students on campus at the same time, we are reducing the social distancing to accommodate for the increased about of students. This is a health risk to those who are vulnerable. I have consistently had 2-4 students out of my class for self-quarantines, and by having the students in a hybrid model, there is some wiggle room for me to be able to meet virtually with those students so that they are not missing out on academics while at home. I appreciate you for calling this special meeting an I urge you to reconsider the opening date. Thank you for your time.</p>
377	Vicki Torres	Former Employee, Resident, Grandmother of students and Mother of 2 employees	<p>I am submitting my comments from having 31 years experience in different areas of the schools and 19 years as a school secretary. I am astonished that the Board would consider full time during the predicted dark winter ravages of this world wide pandemic. As I learned, our primary job is to support our teachers to enhance their abilities to teach our children. The plans that are in place are working. Please do not consider your full time plan or setting timelines in this pandemic. I wish you could envision what it is like in a school setting. Working in the environment is much different than "Oh a Board member is coming for observation." A visit is not reality of day to day life. Our teachers and staff work beyond what is required. I will consider very differently in our next elections because I hear you and am not feeling the support needed for students which means help our teachers and staff. Sincerely, Retired School Secretary - Vicki Torres</p>
378	Jeff Willis	Cajon Park Parent	<p>Open the schools!!! Please keep the opening of 30NOV20. Parents need the time to work and provide for their families! Children need the socialization and teacher interaction. Cajon Park has been open for 3 hours a day and no outbreaks have occurred. I want to return to full days, but will take what I can get. I look forward to going back to normalcy for the sake of our children's well-being.</p>
379	Megan webster	Kassidy webster	<p>Kids need to be back in school full time for a virus with a 99.9 survival rate. This has gone on to long and kids are becoming depressed and deprived of education. If you don't feel comfortable sending your kids to school then homeschool them. I have many friends that are teachers in the Santee district and they all want the kids back full time. If people are afraid of this virus then they should take some time and do some actual research for themselves.</p>
380	Aaron Starns	Please continue with the reopening plan! Follow the science. Data shows schools are not major vectors for transmission. School outbreaks are caused by the community, not vice versa. Our children are losing valuable in-class time!	
381	Mallory S	Parent	<p>This is not something any person could've imagined happening this year but to have the guts to say "better see good test scores in April then" to the hardworking teachers and parents of the Santee community is appalling. I have faith in our school staff and I want to have faith in our elected Board officials that they will make the safest decision for ALL and return to full reopening after the holidays. The hybrid schedule is working. If we can't even have indoor dining which is smaller groups and typically an hour long then why would it be expected to have a group of 28 kids and for several hours in a classroom setting with barriers that are not sufficient? We cannot control what happens with the virus but we can take responsibility for our own actions. Thank you to Dustin and Ken for having the courage and bravery to do what's right and keep our children safe.</p>
382	Laura Barker	Teachers	<p>I know that you are trying to do what you think is right and I really appreciate it. I wrote you a note the other day but today I wanted to show you how my students have been growing while in the hybrid model. I currently have 55 sixth graders that I teach Math to. We took the iReady Math test in September right around 9/9/2020. We have been taking the iReady diagnostic again to see our growth. It has been around 50 days since the students took the first diagnostic test. This test is difficult and takes a long time. We were told, by iReady, that the students will miss around 50% of the questions and the program is setup that way. It is trying to find where the student is deficient. Also, it has taken some of these kids 3 or more hours to finish it. So, it isn't an easy and quick test. I wanted to share some of my data. I gave the math iReady test to my students. 60% of my students increased their score in the 50 days. 28% percent of my total students grew the amount iReady expects a student to grow in one year, all in the 50 days. 1% made their stretch goal (the place past 1-year growth, really pushing themselves). Of the 60% there are three students that are EL learners. These 3 students all raised their score by 15 points or more, passing and</p>

			<p>matching the “typical” growth for a school year. I also had 2 RSP kids on IEPs in this data. One of the students is the lowest in my class. On the first test she scored kindergarten level (transferred from another district) and this test she moved up to a first-grade level. Does not seem big but it is huge, especially on her self-esteem. Unfortunately, I haven’t given the IAB tests yet and we haven’t given these students the iReady reading test to show you any more growth but our kids are growing! Remember this is growth for 50 school days, 2 months. Imagine what we could do if I was able to continue with these kids in the small groups they are in during hybrid.</p>
383	Jackie D’Agostino	Employee - School Secretary @ Rio Seco School	<p>As a soon-to-be retired District employee, I have seen many changes in my 32 years. Most of it has been positive; however, these past few years have been challenging. I do not feel the support or family camaraderie that was once present during my earlier years of employment. The District’s Mission Statement is as follows: “Providing an extraordinary education in an inspiring environment with caring people.” In my opinion, this begins at the top! I want to commend President Dustin Burns and Member Ken Fox for modeling that caring trait and having the courage to echo the concerns of our teachers, faculty, and parents who believe that it is too soon to reopen fully. Our teachers and faculty are doing everything they can to make sure the students are educated, happy and safe with this current Hybrid Model. What we do know is: 1) Positive case counts are rising thereby placing us in the purple tier. 2) We have businesses that are not adhering to the protocols put in place. 3) People are gathering and/or traveling for the holidays to be with others. 4) This disease does not know what boundaries or zip codes are. 5) The current Hybrid Model is working! When making your decision, I implore you to listen to the scores of pleas from parents, teachers and faculty that are asking that you to reconsider the full reopening of our schools. Do the right thing!</p>
384	Loree Wilstermann	I have 3 kids in the Santee School district and 1 in preschool! In person learning is important to their success in life! It is preparing them for the years ahead. We need to overcome this covid road block and stop living in fear! Our kids need the social interaction with their friends and teachers!	
385	Merry Board	My concern is that the Santee School District does not have the essential personnel we need to run our schools according to the Safety Plan. With more students on campus, we'll need more people to ensure protocols are being met. The lack of campus aides, extra custodial staff, classroom aides for special ed and certificated substitutes need to be addressed before we can safely move into a full return. Admin, teachers and classified staff are stretched too thin, as it is, and the thought of twice as many students on campus without adequate personnel is daunting. It just doesn't make sense...	
386	Misty Kendall	Please reconsider opening full time on 11/30. The AM/PM hybrid is currently working; my children are receiving an unusual yet quality education while maintaining social distancing throughout the day. It is reckless for the Santee schools to proceed with opening full time while the rest of San Diego County is implementing more restrictions due to the rising COVID cases. I prefer to keep my children attending school on a part-time basis rather than risk total shut down and reverting back to virtual learning like what is happening in NYC. I want my children to return to school, but not during a rise in COVID cases and when it will be “normal” including recess and play time; young children need time and space to release energy. Let’s continue this discussion and wait to see what happens after the holidays before setting a full-time reopening date.	
387	Jean Brittain	Santee Student and Staff Safety	<p>Hello Board Members, We have been at this idea of reopening since July. As the only parent represented on the initial reopening plan I am at a loss that the district is moving forward with this plan. I sent in three pages of recommendations in which very few were considered. I was surprised that your hybrid model went forward and was worried of the outcome. With it now being in place for several weeks and only three schools not being impacted by some type of exposure is interesting. Currently the state is in a purple tier with the most cases reported and deaths occurring at this time. Holidays are coming and people will be traveling. The idea of opening after this has occurred is risky. Santee seems to ignore the risk to teachers and students. This board voted on having the teachers return to classrooms in August with no students present. You did not give the teachers an option. You did not allow those that volunteered or were newly hired to teach long term distance learning to work from home to reduce their risk of exposure. With the hybrid model you placed teachers at risk without concern. At several board meetings you dismissed their concerns. Now here we are with several teachers concerned and many families asking you all to wait until after the holidays to return in full. The district was unprepared when so many families opted for distance learning for the entire year that they closed the option off to families. Now families have no choice. Things are changing and situations change and families still have no choice. You should consider reopening long term distance learning to teachers and</p>

			families at this time and see what the outcome is. You should allow distance learning teachers the option to teach from home to reduce their risk. I know some of you think reopening full time will improve the well being of students especially those in need or those at risk but with the hybrid model those students are being observed and one on one interaction with teachers and specialists is happening now. Going to full day is not going to change the situation for those students. Working parents are having to constantly change and be flexible with their schedules and the district is disregarding this. Especially during a pandemic when jobs are precious. At the last board meeting the teachers were told to change their tone and then they were threatened that test scores better be good by a board member. This type of pressure on the teachers is going to make the school environment hostile and teachers will start to resent their jobs and perform less. They are essential at this time and should be listened to too. When you have 95% saying wait please listen. I really hope today you dig deep and think of all the risks and rewards and see that reopening is not the safest or in the best interest of the students or the teachers.
388	Mrs. Bennett	teachers and data scores	As a ¾ combination class teacher in Santee, I am happy with the academic results I am seeing from students. The smaller class allows more time for individualized instruction and help.....and I am seeing the results. On yesterday's Wonders Unit test, the lowest grade in my class was 85%. 85%! And that includes all students including those with special needs or language issues. At the beginning of the year, our reading lexile according to iReady had 48% of students at or above grade level. Our November results shows 70% of students are at or above grade level with only one student significantly behind. That is a huge increase in proficiency. For math, beginning of the year showed 22% of students at or above grade level. Our current results show 43% with only one student fall behind. Proficiency has almost doubled in two months. My students have passed over 400 Achieve nonfiction reading activities and have gained confidence in their abilities. Their ending lexile on Achieve is 705 with both grades combined. The normal year end for 4th grade is 740 so we are almost there in November. This is unbelievable growth. The hybrid system is working for these students. Although it may be less hours of instruction, the focus, intensity, individual "buy in" and attitude are causing MORE learning to happen, not less. Discipline issues are non-existent and students are enjoying far more attention and time to participate in the learning since there are less students in the classroom. If it was just about numbers and ease for me, the teacher, the full schedule would actually have me teaching less time overall and ending with students earlier in the afternoon. While this would be less work for me, it is not in the best interests of students. Please consider staying on hybrid until COVID rates in San Diego County change for the better. Holidays are not the ideal time to rush back to full classes and full days. What we are doing is working and my results show this. Please don't change what we are doing now!
389	Julie Boerman	Teachers	The district should not have a full reopening on November 30. Santee has a low case rate, but many of our students and most of our staff live in areas with significantly higher case rates and we all converge on the school campuses. We teach our students to be global citizens, to think critically about what is going on in the world, not just in our community, and we must do the same. We cannot make decisions solely based on data for the city of Santee because Santee does not exist in a bubble. At this point in the pandemic, it is not the time to combine cohorts, increase class sizes, and have reduced distancing in classrooms.
390	Stacy Roberts	I trust you all to make a decision that will be best for students and families. Thank you for your thoughtful consideration of all stakeholders.	
391	Lilia Torres	Campus Aides	Please Do Not Do full reopening, please take into consideration the students, teachers, and school staff.
392	Andrea Gadd	Teachers and students	As a parent of a Santee student and teacher in the district, I am asking the board to postpone the current plan to return full time on November 30. At this time, the rate of positive COVID tests is increasing rapidly. I find it disheartening to think of the danger we are about to step into and I find it even more astonishing that you, as board members, are willing to send all of our students into a situation that is not safe and could put them at greater risk. I want more than anything to be back with all of my students, I want my own daughter to be able to experience 1st grade the way that we all know it to be however, I want all of this to be done safely and at this point, it is not safe to have 24-30 students in a classroom with only 30 inches separating them from another student. Yes, you have decided to move forward with plexiglass being installed on all desks but as we all know,

			<p>this is an airborne illness. the more students we have in a classroom, the more likely we are to spread an illness. Why are we pushing so hard to expose our staff and students? Why are we pushing so hard to fully open schools that are understaffed? Why are we pushing so hard to get all students back to school when they are already in person at school? Why are we pushing so hard to change something that is working so well? Why are you pushing so hard to make your staff members feel unheard?</p>
393	Lilia Jimenez	Please Don't do Full reopening.	It's putting the children too much at risk.
394	Teresa	Myself	<p>I want to begin by thanking you for your service during this difficult time. As a seasoned teacher, I strongly feel children need to be in school. I also feel our current system is working well. The kids are enjoying school, getting work done, and enjoying the time outside their homes. It is wonderful to be focused on their academics as well as their social emotional health. The current system I has worked, prioritizing the important aspects of growth and well being, and refreshing NOT to be focused on test scores, but rather focused on CHILDREN. My kids are showing tremendous enthusiasm attending school and completing their assignments. Our system is currently working well. With this considered I respectfully ask you to reconsider the full-time opening during wide spread COVID outbreaks in San Diego. We all know that families are becoming fatigued and loosening their compliance to the Stay At Home orders. Many children are reporting spending time as usual with sports teams and other families. COVID reports indicate the higher levels of spread, according to Dr. Wilma Wooten this week, appear to be coming from family events. Halloween was a perfect example of what's likely to happen on Thanksgiving and Christmas holidays but I fear the spread may be even worse with people of all ages mixing. Please vote to put off the full reopening until after the holidays have passed and COVID rates are not on the rise as currently the case in our county.</p>
395	Monica Roque	Myself	<p>The plan to return to school on November 30th does not send a message that our students' health and well-being are the top priority. In a time of such uncertainty, it is critical to provide stability, consistency, and opportunities to succeed for our students whenever and wherever possible. It took weeks for my students to acclimate to their new school environment, but today, the majority are well-adjusted and thriving. They are much more comfortable and value the amount of time we can work together individually. I am frequently able to check in with students one-on-one to see how they're coping during this delicate time. I have connected with students on a level that has not typically been possible due to class size. According to the CDC, "Adolescents may struggle when asked to change their social routines – from choosing to skip in-person gatherings, to consistently wear masks in public settings. It is important for adults to help adolescents take personal responsibility to protect themselves and others, as well as support them in safely taking time to connect with friends and family remotely." Teachers are making these most-meaningful connections with students in-person because of the AM/PM cohorts. They are safe havens for our students. This is essential during a time when mental health can be seriously impacted. I have had students ask questions and make comments about what will happen when they return on November 30th such as: "What will the plexiglass be like?" "Do we have to wear a mask too even with the plexiglass?" "Will we have more than one break during the day?" "I get claustrophobic so I don't know how well I'm going to do." "What's the point of social distancing and wearing a mask if we are going to be that close in here?" In smaller classrooms such as mine, student's will be approximately 2-3 feet apart from one another. The bottom line is, we can clearly sense the apprehension that they are feeling. I hope you will reconsider the decision to pack all students back in classrooms while our county is in the worst and most restrictive tier.</p>
396	Gina Ellis	Santee Teachers	<p>Please reconsider our full-time return on November 30th. With our county, as well as many other counties, pulling back and dropping down into the purple tier, I feel that we are doing the wrong thing by moving forward with a full-time open. Within my classroom, students are not able to completely maintain a social distance from each other with a full class size. With our hybrid model and smaller class sizes, my students are able to follow correct guidelines, as well as help with improving their overall scores. Also, in this hybrid model, I have been seeing an increase in my iReady reading and math scores because it allows me to better support and teach my students, especially my students with IEP's/SST's. My students are engaged in their learning and working harder than ever.</p>



397	Susan Walter	Certificated staff	I just feel for the emotional and educational growth of students they need to be in the classroom. The classroom setting allows for more accountability and engagement of the students. I have also heard the kids discussing playing at various friends homes so the cross contamination of households has already occurred. The science is saying safer for the kids at school and low incidence of passing on to other students and adults.
398	Hannah Giblin		Hello All, As much as I want things to return to normal, including going back to school full day, I am afraid we are not ready. While San Diego heads into the purple tier and closes down businesses, it doesn't make sense to open our schools back to full capacity. Why should we rush into full day when the current hybrid model is effective? I am able to keep my second graders socially distanced because there is a manageable number of students in each cohort. Going back full day would mean I wouldn't be able to even see all of my students when they're in line; the line would wrap around the building since I need to maintain 6 feet of distance between each student! The current timeframe of the hybrid model is working as well. My students are focused for the couple of hours they are at school. When the students get home, they are able to complete their asynchronous work at their own pace. Our "breathing break" gives them a chance to reset if needed. However, if we return to full day, not having recess or lunch recess will be an issue. I have managed to find games that promote social distancing. Those games have worked for a class of 12. A class of 24 (and even more for intermediate and Middle School), would make it very challenging to let them get the ants out of their pants while keeping social distance. Even though I want to have my two cohorts become one class, I don't think we're ready. November 30th is right after Thanksgiving break; is it safe to return after a time when families and friends come together? Canada just celebrated their Thanksgiving; now Covid cases have spiked! Should we really be returning full day when we could have a spike in cases after Thanksgiving? While I would like to continue with this hybrid model through the end of the school year, I think it would be beneficial if we could at least postpone the reopening until February. Let's finish 2020 strong and safe. When we do reopen to full day, there will be new procedures to teach; let us teach them in February, after the major holiday breaks, as opposed to three weeks before Winter break. Santee School District has made strides in reopening. Other districts continue to postpone their in-person return. At least we are back in-person! The hybrid model is working. Why do we need to change what is effective and safe?
399	Liz Harris	My grandkids	The thought of full time reopening has me concerned for my grand children's safety. Putting 24-28 children in a classroom doesn't provide much of a chance at social distancing, and that's a long time for children to sit and attend while wearing a mask. I would encourage the board to wait until January to consider opening to full time.
400	Chris Krysiniski	teachers	Good afternoon, Thank you for taking the time to consider the perspective of those of us that are in the trenches dealing with the "logistics" of the Covid situation on a daily basis. We agree we all want what is BEST FOR KIDS and their education. However, until you walk in the shoes of a teacher trying to accomplish what is best amidst the restrictions of a safe existence at school during this pandemic, I think you cannot accurately gauge what is best for kids. To simply say kids need to be present on campus more hours (mixing cohorts WITH current restrictions in place) is short-sighted. I think there is a perception that teachers want the hybrid to continue because it is "easy". THIS COULDN'T BE FARTHER FROM THE TRUTH. My colleagues and I are working harder than we EVER have. I eat my lunch after 2:30 dismissal and I work in my classroom until 5 or 6 in the evening and still bring work home. I work on the weekends. The hybrid schedule is tough on teachers. I also really do understand that it is TOUGH on parents. We are parents, too, and WE GET that. But despite how tough it is, I believe in it because IT IS WORKING AND KEEPING US SAFE. It is the best we can do in a bad situation (Covid) beyond our control. The implementation of the District Safety Plan is what's keeping us safe. But the very real logistics of implementing this plan calls for us to continue with the hybrid schedule. We are dealing with real capacity issues such as only having bathrooms for 2 children at any given time. Adding lunches into the mix as well as double capacity at arrival and dismissal brings real logistical problems that we do not have the capacity to handle with current restrictions in place. To try to do what we are doing now to keep everyone safe with the full amount of students would greatly decrease the effectiveness of what we are doing. This would lead to more students as well as teachers becoming sick, which would then mean LESS time in the classroom for all involved. It has also been the perception that students on the hybrid schedule are not getting enough instructional minutes. This is a complete misconception. One needs to consider not just the quantity of instructional minutes but the quality of those minutes. With the hybrid schedule the minutes that students are on campus are QUALITY minutes. The instruction I am able to do now is so focused, targeted, intentional, and

			so tailored to meet the individual needs of EACH of my students. Instruction now is nearly all small group and one-on-one in a way that has never before been possible; just at a time when students need it the most. Behavior issues that distract from the learning environment are also at an all time low in large part because students are able to get the individual attention they are so desperately needing. Please reconsider continuing on the hybrid schedule while the threat of Covid persists and the need for stringent restrictions continues. I have joyfully served this district and its children for over 25 years and I honestly want nothing but the best and safest conditions for my students and their families. Thank you again for your consideration. Respectfully, Chris Krynski
401	Robin Ninteman	Students	My son is in kindergarten and I am very concerned about his health and safety if we return fully in one week. This is not the best time with cold and flu season and the raising COVID numbers. He already had a COVID case in his classroom when we 1st reopened in September. He comes home from school with a wet mask every day after 2.75 hours. I feel bad him going 6 hours with that mask on with very little breaks. Also he was told he can't run around on his break anymore. Students are not getting exercise if they are expected to sit in a spot outside to eat snack and also do the same at lunchtime. I want nothing more for him to be in school full time so it is easier for mine and my husbands work schedule but maybe after the holiday season when we know if numbers are safer. Why are we rushing when the am/pm model is working so well for students and staff at the school?
402	Saeja Keehan	Students and Teachers	Please reconsider full opening. Keep the kids safe! We need to wait until case levels drop.
403	Kristin Haley	Parent, Teachers, Students	To the Board, I am disheartened and saddened by the board's lack of faith in their teachers. Santee teachers are some of the most amazing teachers I've ever had the pleasure of working with. Teachers arrive WELL before their contractual time and STAY long after their contractual time ends. We do this because we care for our students and want them to be successful. The Hybrid schedule is working. It's EXHAUSTING, but working! My day is filled with rigorous and meaningful instruction! Students are receiving quality one on one instruction. I spend my nights grading, planning, and preparing for lessons that help students be successful! I took it as a personal insult to hear that our scores would be checked in April if we did not return on the 30th. If we return on the 30th, there will be more students, less room and no one on one instruction. Students will be asked to work on the apps (DreamBox, iReady, etc.) that they are now doing at home. We can't do small groups, we can't stand 6 feet from a student to help them because there will now be another student there. We are not allowed to do PE, but brain breaks in class won't work either. Expecting children to sit in their seat all day is unreasonable. If you want to see test scores go up, the hybrid model is the correct choice. It's the more strenuous and exhausting choice for teachers, but it's the one that is actually helping students. Please listen to the your teachers! We are the ones in the trenches! We are here for our students and want what's best for them! As a teacher and a parent of school aged children, I want nothing more than to be back with a full class, but with all of the restrictions in place, it's just not possible at this time!
404	Charles Applegate	Students, staff and the community which I live in.	This is not a race, this is a Pandemic. The Pandemic does not follow trimesters or calendars, but it does follow groups and social gatherings. I would like request that you consider not returning full time, until we can properly protect our students and staff. While the current model is not ideal and we all want our students back full time, you have a tremendous responsibility to take every precaution possible to ensure the safety of all involved. Currently, we do not have the facilities/space to deal with the Pandemic properly. As the number of cases continue to rise, please do not rush back only to have to shut down again. Teachers are doing the best they can with daily temperature checks, daily health check questionnaires, continually hand washing, physical distancing, and Oh! by the way teaching. Bringing the full classes back will further complicate and drag out this process. It will also increase the number of potential cases and people affected by this Pandemic(see NY, Vista Unified, etc). These are historical times which call for sound leadership and decision making, I trust that you will do the right thing and postpone reopening for the time being. Thank you for your time.
405	Christian Bowers	Everyone coming back	I want everyone to come back to school because we've been in quarantine for too long and we need to see everyone



406	Jayme Rosa	Teachers and myself	I would like to voice my concern for a full return of students. Covid has been very hard to navigate for all of us. People, like myself, are having to choose between their family's well being and their career. It is a choice that I wish upon no one. I have three children of my own, and I understand the importance of getting kids back in school full time, but not under these circumstances. Students will be asked to sit in a seat for longer periods of time than they are already being asked to do. With hybrid, my students are asking when the next break is more than they ever did before this. Without the ability to allow the students to move throughout the room with partner work, carpet time, etc. it is too much to ask young students to sit all day in one space. I am also very concerned about the spread of COVID with a full return. We know that right now it is not spreading within the classrooms when someone gets it, but that cannot be used a reason for full return. The situations are not the same. Right now, my students are more than 6 feet apart, and I do feel somewhat safe with that. With full return, the students will be about 3 feet apart. On rainy days, they will be 3 feet apart without masks for lunch time. This is not okay with me. I know that it has been said that teachers that were concerned should have taught distance learning for the year. I wanted to do that, but was told that I would have to pack up my entire classroom, and possibly never get it back if I wanted to go that route. For any teacher, that was a huge blow. At that point, I had to change my plans to remain safe and unexposed with distance learning and continue to teach in person. I had to make the decision to continue teaching hoping that my health and the health of my students would be the absolute first priority of the district. With the holidays, and the known fact that many families will be traveling and further exposing themselves, it does not make sense to go forward with our full return of students. Please consider the feelings and safety of the Santee School District staff and their families as well as the students and communities. Thank you.
407	Zachary LaBarr	Everyone coming back to school	I'm tryna have everyone come back full time.
408	Kerri Starr	Parent of student at Carlton Oaks	I respectfully ask the Board to postpone full opening until we have seen results of the (combined) Winter Respiratory Season, Flu Season and COVID19 in our community. I work at Rady Children's Hospital and our positive cases in pediatric population has increased recently as well as SD County increasing. As a population, we have not seen the effects of winter respiratory and flu season combined with COVID19. I understand this decision is not easy to make, especially in consideration of the at risk children in our community. However I strongly believe waiting an additional 2 weeks (and then having the winter break), before full time return, will give the district insight into how the season will or will not affect us in Santee, and be the safest option for all. I appreciate the Board taking public comments. Thank you.
409	Tracy Kull	teachers and the well being of students	<ul style="list-style-type: none"> <li>• I can honestly tell you my students are more engaged for the 2 hours and 45 minutes because we hustle! With only 12 kids in the class, behaviors are down and engagement is up. As a teacher I am able to spend more time with each student with their specific needs. I make sure time is spent wisely on learning and thinking critically.</li> <li>• Kids are actively interested and working to their best ability. All students are being heard and monitored closely every day of the week.</li> <li>• It has been proven that smaller class sizes produce higher test scores.</li> <li>• The hybrid model with a smaller class size is similar to RTI groups (response to intervention).</li> <li>• 15 days!!!! That's all there is if we were to wait to come back to school in January. By returning November 30th, this would happen after a major holiday and being in the PURPLE ZONE – this WILL be a hot issue. Plexiglass barriers are not going to make a difference with an airborne disease.</li> <li>• The majority of east county schools are not returning till January and possibly later, having all students return IS NOT GOING TO return to normalcy. Many teachers, students and families are very concerned how classrooms are going to be when returning November 30th.</li> <li>• I don't believe all parents understand that their students are still going to be in their classrooms, in their seats less than 5 feet apart and, no cooperative working groups. Lunch will be sitting at a table and there will be NO recess or PE.</li> <li>• When COVID effects a school and classrooms have to shut down, wouldn't it be more productive if ONLY HALF the classroom goes to distance learning?</li> </ul>
410	Robin Larson	teachers	We have adjusted to the Hybrid Model safely. Full-time return of all students will necessarily involve even more restrictive movement measures than we currently have, both inside the classrooms and outdoors. Young children staying at desks for

			most of 5 hours is not optimum by any standards. In Hybrid classrooms they are able to interact and hear each other, concentrating on their discussions of content, despite masks. They are growing, being challenged, questioning, learning in all ways. They are, always, more than their test scores. They are here, we are here in this working Hybrid Model, caring for them and educating them excellently and safely.
411	Eleni Simon		As you are making a life changing decision, please consider the following: Not every employee lives in Santee, so looking at Santee data only is irresponsible. Creating a safe learning environment is crucial. We are in control of what happens in our classroom and bringing all students back is creating a lot of unnecessary stress. The hybrid model is working. Kids are learning, enjoying the activities and interactions with their peers. Many families will not return if Santee combines both cohorts on 11/30. Please do what is right for students. Bringing both cohorts together does not guarantee more learning, but it does guarantee more stress and higher risk of illness. Kids can not learn if they are out sick or overwhelmed with stress. The hybrid model is what is best for kids.
412	Hannah Mallard		In light of rediscussing the Santee School District Reopening Plan, I wanted to share some of the positive highlights of my current experience as a combo teacher during Hybrid learning. 1. With the smaller number of students in each cohort, I am better able to meet the needs of my students academically, socially, and emotionally during in-person hours. 2. Unlike any other year, I currently have not had any major behavior issues that have needed to be addressed with my administrator. 3. Although my instructional time is shorter, my lessons are more precise and targeted to specific learning skills. Students have continued to make great progress this year. 4. I am more available during instructional time to meet with students 1-1 in the classroom due to the smaller number of students I am hosting at one time. Having less students at once means there are less physical and emotional needs to take care of at one time. 5. Throughout my years of teaching combination classes, this year I have felt the most confident in being able to teach specific grade level standards to my students without having to split my focus with each grade level. The reason I feel this way is because I have one grade level in the AM, and the other grade level in the PM. This has been my best experience so far teaching a combination class. I know you have heard many comments against coming back full-time on Nov. 30th. As you consider our reopening timeline, I hope my reflections give you a better insight to what positive outcomes are happening in our schools currently. I think this schedule could continue to benefit our students academically, socially, and emotionally during this COVID season. Thank you for your time.
413	Lisa Dougherty	myself	Being in the purple tier, it seems ridiculous that this is even a consideration. We know it's hard for children (even adults) to keep their masks on all day! We also know families will gather for Thanksgiving and potentially pass the virus and we could have a huge outbreak when returning!
414	Amanda Boen	Students, Teachers, Staff, and Families	I know that my comment will be an echo in the sea of sentiment regarding postponing our full capacity opening. Regardless, I still want to ensure that my voice is heard. I read through many of the comments for Tuesday's board meeting, and they all made valid points. We aren't ready for full-capacity, it is unnecessary to pack all of us into enclosed spaces with 2-3 feet between desks, among plexiglass-glass barriers that cannot withstand airborne particles associated with this virus, windows that don't open, and a door that I have to randomly close throughout the day when the landscaping crew decides to use their loud machines to mow the lawn or weed whack or other loud distractions that are occurring outside. What we are doing now is working; I am able to provide more one on one assistance, differentiate as needed, individualize instruction based on their needs, and just be an all-around more attentive teacher. I am slated to have 30 people in my roughly 800 sq.ft. of usable space classroom (how is this not a violation of the large group restrictions?). I don't see this level of attentiveness happening when I am unable to run small groups or be around a student for an extended period of time. Barbara Ryan's comment was alarming as well; at the end of the board meeting, she had stated that many of the children's coming into Rady's for procedures were required to Covid test. She was surprised at how many were testing positive and yet, were asymptomatic. That, in and of itself, is alarming, but what is even more alarming is the fact that while they may be asymptomatic, they are still able to spread the virus. And it may well be to someone that is NOT asymptomatic. Children are capable of being contagious and spreading this virus. Science is proof of that. Please reconsider this push to open to full-capacity until at least the Spring. Thank you for your time and consideration.
415	Greg W	Everybody wanting to keep families, students, and	COVID cases are on the rise throughout San Diego County and yet our schools remain moving forward with a full reopening. The hybrid models are working and the COVID cases are still happening but remain low. This is the best of both worlds, and I am

		teachers safe	asking that you keep it that way. Holidays are coming up, families travel, students visit friends and family members. The risk only increases as students travel into areas that have higher cases. For the safety of our teachers, faculty, students, and their families I am urging you to continue with the hybrid model until the new year. And even then, without setting a date just reassess to see where the county is (NOT just Santee-- families come from ALL OVER San Diego County). Thank you.
416	Nicole Torres	Teachers and Students	For the benefit of all involved, please postpone the full reopen date. Staying in hybrid is our best chance at not being closed fully. Please do NOT set another hard reopen date to be announced and promised to families, because just like promised dates in the past, we may not be able to uphold the promise. Our hybrid model is working well, it is providing a rich and least restrictive learning environment, the full day program as it stands cannot do the same.
417	Christy Bakke	Teacher	Please reconsider the plan to return to full day and full classrooms on November 30th. It seems risky to do so when we are in the purple tier. I am especially concerned about the plan to have students eat lunch in classrooms without masks when the CDC says indoor spaces with less ventilation where it is harder to keep people apart are more risky. Additionally, interacting without masks, which students would be doing while eating indoors, also increases risk. When you look at the Covid dashboard on the District website, it says .088% of the student population is active cases in in-person students. While that sounds like a very small percentage, please consider the widespread effect of just one positive case. Support staff are pulled away from their jobs to support a shutdown, and often asked to sub because substitute teachers are an increasingly rare commodity. Parents are suddenly informed that they must keep their child home. Teachers are asked to leave their classrooms with little time to gather their belongings. The District Covid Dashboard currently has an asterisk by our Covid number which indicates "A student tested positive during an extended, in-home quarantine and was not deemed an infected person while on campus. The student's cohort was not alerted nor placed in quarantine due to the timing of these events." This is misleading, since I am currently teaching a quarantined cohort from my home. We are all doing our best to make things work, but doubling the amount of students at school at any given time does not seem wise. Multiply the shut down scenarios by two. I do not intend this to be a complaint about how the District or our school are handling cases. I think they are doing the best they can to manage a difficult situation and things are handled very professionally. I am relieved that cases are taken so seriously, and I hope that the district will continue to take cases seriously, and not return to full-day, full-classroom instruction at the end of the month. Thanks for listening, Christy Bakke
418	Concerned Parent	A concerned parent	With cases rising, I hope the District keeps the schedule the kids have right now and reevaluate over the winter break on full reopening. There is no need to full reopen for three weeks then the kids go on winter break. Thank you for what you do!
419	Miranda Ramos	Children's educations	Children deserve a full time education. The risk of outbreaks in schools has proven to be incredibly low. Families deserve choices and let them choose what is best for them. This is not a one size fits all situation.
420	Angela Panfili	all teachers, students, & families	PLEASE PLEASE PLEASE reconsider full day reopening on November 30th. I STRONGLY feel it is not a safe decision at this time due to SD being in the purple tier and so close to the holidays. PLEASE reconsider pushing it back to after winter break and/or when our county is out of the purple tier and it's safer to do so. Your consideration is greatly appreciated.
421	Laurie Galarneau	The hybrid model is working and working well! My students have a love of learning and come to school excited to be in a classroom that can do what it's meant to do. What's that? Having fun and feeling connected all while being challenged and meeting or exceeding benchmarks. The smaller setting has allowed me to fill in foundational gaps from our sudden closure last spring. Please don't break what's not broken. Allow students, teachers, and parents to feel safe and secure during unprecedented times.	
422	Maggie Cline	Carlton Hills Students	I am an 8th grade student at Carlton Hills and I don't think it's a good idea for us to go back to school full time. COVID-19 numbers are higher than they have ever been since we just had halloween a couple weeks ago and I would feel unsafe in a classroom with almost 30 kids. The AM/PM schedule that we are doing at the moment is working well in my opinion and there is no reason for us to be in a full class since we still can't even go full day.
423	Monique Silver	4th Grader	"You can't rush science, but when science points you in the right direction, then you can start rushing." Anthony Fauci We

			<p>believe that science has been telling us for some time how to keep safe, but Santee Unified has insisted on pushing forward based upon pressure from parents, childcare needs, and conservative values versus the health, well-being, and safety of staff, students, and their families. In addition, Santee and Grossmont schools have not remained Covid free during this process, and have had multiple positive cases as we have seen. In addition, staff members do not adhere to safety rules, and have been observed either not wearing their masks, or not wearing them correctly, even doing so, so blatantly as to walk into the main office doing so. This tells us that not all staff members take the rules seriously enough that they believe more in their ideals than the safety of our families. Furthermore, they are less scared of the consequences from their admin. than they are of getting caught without their mask. Covid numbers are expected to and will continue to rise, and we are in the purple. Other districts have chosen either not to have returned yet, or have returned, but have done so with virtual learning. We believe that the vote should be tabled and reworded. The question shouldn't be if Santee Unified should move forward with reopening to the next phase, but if the district should be scaling back with the uptick in cases and projected numbers. We are educators. Let's let science guide our decisions to protect our Santee families. Thank You</p>
424	Monica Cline	Teacher & Mother	<p>I feel the full-time opening should be delayed for many reasons. As both a teacher and mother of two daughters who attend school in Santee, I do not feel reopening at this time is the safest decision. I understand the hope for children to have some "normalcy" and the desire/need for both parents and students to return full-time, but school is far from "normal". There are so many logistical decisions that need to be worked through before students return. Also, with the upcoming holidays and the surge in cases from Halloween, we can foresee another surge in cases after Thanksgiving and Christmas. One of my biggest concern is students eating lunch for 30 minutes with no mask less then 6 feet apart from each other. While the number of Covid cases at Santee schools have been fairly low (I feel in part to the Hybrid model) we are starting to see increase number of student cases and I fear this will continue. Please have an open mind and weigh all of the options before you make you final decision.</p>
425	Katie Corbin	Abigail Corbin	<p>I want to first thank the Board and the Superintendent for the amazing work that has been done for our students. This is a difficult time and I appreciate your attention in this matter. I feel it is imperative that our students return full time to school on November 30th as recommended by the Superintendent. The measures that have been put in place have protected our students and staff as evidence by the report that there has not been a case transmitted between staff and students. The city of Santee has also continued to have fewer cases than the county and is currently in the red tier. In my opinion, I feel our children's education as well as their social and emotional well-being needs to be of utmost importance. The Safe at School plan has addressed the safety for our students and staff during this time, now we need to focus on their education and well-being. My daughter is a kindergartner and she needs more than 2.5 hours of in person education to succeed. Also as a kindergartner the social skills learned at school are essential. I also started a petition and there have been 13 individuals sign the petition requesting that the schools proceed with the plan to reopen full time on November 30th. Thank you for your consideration in this matter.</p>
426	Matt Gravette	Parent	<p>Test scores should not matter. Priority one for the district should be to educate in the safest environment possible. The district needs to continue with the hybrid model that is working. Other districts are retreating or still closed. Let's continue to do the right thing with the top priority being a healthy and responsible environment for our students and teachers. Again, test scores shouldn't matter right now, that directed toward the board member who thinks scores better be good by April. Let's have healthy and living students and faculty come April.</p>
427	Victoria Throckmorton	In light of the recent rise in COVID-19 cases, I believe in person learning should continue on the hybrid schedule through Winter break. At that time a new determination should be made as to the safety of returning to full day instruction. Whatever the outcome, I entrust you with the health, safety, and well-being of my child.	
428	Wendy Dunnigan	Teachers and Students	<p>I chose this district 24 years ago because of the family feel. I have had the privilege to be a part of something great. A district that has many amazing teachers that put their students first. A district that listens and trusts their teachers because they know</p>

			<p>that they are in the proverbial trenches and that ultimately these amazing teachers know what is best for the students. A wonderful district whose mission has always been about the children and never about politics or test scores. Have we squabbled like family? Yes, we have. But on the bigger issues, we have come together like a family. We have been given a silver lining in all this madness folks, the chance to have smaller class sizes, to build wonderful relationships, and to catch everyone up after the spring school closures. Heck, I don't even have a classroom management system, I don't need one. I even transferred my own child to this district. The Hybrid Plan is working. If we bring back all students full-time, it is a logistical nightmare, and I am not even talking about the virus. Imagine thirty children all together in one room, all day without a chance to go outside and run-off their energy. They must sit in a plexiglass box for lack of a better word with a mask on and listen to a teacher all day for six hours. I can't even imagine. This is just one of the nightmares. You have many more: arrival, dismissal, breaks, and lunches. We haven't even talked about the winter weather and rainy days that are approaching. Please listen to what your amazing teachers are trying to tell you. Please do what is best for children like you always have, like your mission says you do. Thank you.</p>
429	Beverly Donnelly	Great grandson	<p>I am seeing first hand the struggle my great grandson is having nit being in school full time. None of us in our household is capable of being a teacher and guiding him in the correct direction. These children need to be back to as much normalcy as possible. If other parents don't want to do this they they absolutely should take the necessary steps to home school their children but don't punish the children who need in school direction. This is setting the kids up for failure!</p>
430	Eleanor Cline	Pride Academy Student	<p>Hi, I am a 5th grade student at Pride academy. I believe going back full time isn't a good idea. That is because numbers have been higher than they were in march and that can be very unsafe with 30 kids in a 30 feet radius. Also, San Diego has just come into the purple rank. All of this put together can be unsafe. Also, even now when we have AM PM kids are still getting it. So this all would make it unsafe. I believe our AM PM is working amazing and that we should keep it.</p>
431	Lisa Sagat	6th Grade Teacher	<p>Dear Santee School District Board Members, I would like to voice my concern over bringing back all my students to a full class beginning on November 30. As with many teachers who share my opinion, having students come back during the purple tier of a pandemic after a major holiday, frightens me. Right now, I feel the hybrid model is working great with my class. Students are enjoying the extra attention that I can provide them for their learning. Our hand washing and hand sanitizing procedures do cause some intrusion on learning time, however with a full class it would be even more time consuming. Unfortunately, Covid19 will be with us for awhile. I feel the best we can do is maintain the safety of our students, staff, and families so that this virus doesn't cause anymore interruptions to life than it already has. My students are learning and feel safe in our current arrangement. I am hoping that our School Board will take the teacher's views into consideration as this decision to come back to full classes is being decided upon. Thank you.</p>
432	Autumn Freund	The Children	<p>Santee Board Members, I am writing as a concerned Santee School District parent and a teacher. I am asking that you reconsider the full time return of November 30th for many reasons. 1. It is not safe to return full time when our county has just moved into the purple tier. I don't understand how other districts cannot open, yet we can advance to the next level. High School in Santee hasn't budged. They are still only one day a week for 3 hours. 2. Our am/pm cohorts are working so incredibly well. Some people from the outside might say the students are not receiving the same education but that is not true. I wish others could come into our classrooms and see for themselves the magic that is happening with smaller class sizes. This is something that teachers are taking complete advantage of to help close the gaps, provide mental, emotional and educational support for each student because we have the time to do that with smaller classes. 3. Behavior problems are almost non-existent with smaller classes. The only thing I am having to work on with my 5 year old students is keeping them in their own seats and out of other people's personal space. They naturally want to be close to each other as they learn and laugh together. This will be a lot harder to do with a longer day and more students at once. 4. The L-shaped plexiglass partitions that are being installed on each students' desks are like putting your seatbelt on after you are involved in an accident. They won't provide protection to an airborne virus. These are being installed , for most classrooms, during break and we are to return on the 30th</p>

with all students and the partitions, ready to tackle any issues we may have with them whether it's installment, placement, noise, vision, etc. All on the fly and with a full class of kids staring at us. 5. As hard as our admin, teachers and staff have worked to provide a safe environment on each campus and in our classrooms, here we are one day before break and there's still things being done to prepare for full return. So no we are not ready yet! 6. My 5th grader, in her own words, " I love the small class size because my teacher has the time to answer all my questions and work with me until I understand. She doesn't have to rush through things and doesn't seem stressed out. Actually, I don't feel stressed this year." 7. Lunch time is also a concern for me. Most tables have spots that are less than 6 feet away, meaning that students will be sitting next to each other without their masks for 30 minutes. After lunch, my child only has 30 minutes before dismissal. So as a teacher, I know that there will not be enough time to do anything of great importance during that time after you get 24-32 students to wash their hands and also have time to pack up for dismissal. Therefore, my high schooler will come and pick up his sister before lunch because I just don't see the risk of having my daughter stay for the last hour of the day just to say, "We're back full time!" 8. Teachers want to be back with their students' full time but when we are feeling better prepared and not watching numbers climb of positive cases as we are entering the holidays and cold/flu season. This quest that same are on for "normalcy" is understandable. Teachers want it too... but there is NOTHING normal about what kids would come back to on the 30th. 9. There is no point to rush back for three weeks of chaos, stress and unsafe conditions just be back on a break for two weeks. Wait until the holidays are over and we can see where the cases are after families are no longer traveling. Please reconsider January 19th a date to possibly return full-time once we can evaluate numbers after the holidays. Trust the teachers, we want whats best for our kids!

433	Michele Fumar	If my child is attending in person learning right now, do I have the option to pull him out now due to County wide increased cases?
434	Matt Newcomb	Santee Teacher Our current hybrid model has been successful in reaching our students' needs and has allowed them to reconnect with our campus. The current model allows for students to participate and engage in highly educational lessons that has undoubtedly supported their learning. This model should remain in place until it is safe for a larger number of students to gather in the classroom.
435	Danielle Frahn	My children Another case for our school, I have received almost weekly notifications of cases. I have consistently tried to find a positive outlook on this, but I have to admit I am completely baffled why we feel the need to return full time on 11/30. 15 days - especially right before the holiday season is not going to make a huge impact. Why not wait till Jan - where we can have 3 months back before another big holiday or break. On that note- since there is so much concern for our students social emotional health, why have we not come out with more resources, programs or even an out reach program to address these concerns?
436	Staci Alvarez	My student I would like to advocate the Santee School District consider the continued burden they are placing on students and their families with the hybrid schedule. As a community social worker, I am struggling with the continued discussion about teacher's safety during this time. Myself, my staff, and other community social workers are currently going out into the community, visiting people's homes, and meeting face to face with numerous people every day. We have less control over our environments compared to that of a teacher and the school safety protocols. As a fellow essential worker, I am really struggling with the school district not living up to it's essential role in our community. It has been astonishing to see grocery store workers step up more than our school district. I personally have quit a job, to take a new job with less pay/benefits to be able to accommodate this hybrid schedule. And if your argument is after school care, with the cost of Project Safe, it makes more sense to pay to put my student in private school where he will receive actual instruction versus a glorified daycare. If the school district is basing their decision making on the numbers, the reality is that MANY of the students in Santee are traveling outside the state to play competitive sports and OUR numbers are still lower than the rest of the county. It is hard to accept the argument that this is about the "science and safety" when OUR numbers are NOT representing that. And to counter the point of the district member who stated "many students/facility live in San Diego or other hot spot areas" these facility and students



			have been attending school SINCE THE CAMPUS OPENED and you are still not having the numbers representing a high risk. I ask that the district start acting like essential business or give the community back their tax dollars, so we can start sending out students to private school or decide to homeschool. School is ESSENTIAL for students academic, physical, emotional, and social health. I beg the district to start acting essential and think about how your decision making (from your ivory tower) is affecting us little people as we continue to try and prioritize our students education while balancing employment to meet our students basic needs.
437	Heather Russell	Student	Moving on the next phase is unsafe and reckless of this district. I am deeply concerned for the health and safety for students, teachers, staff, and the family member that will be exposed to Covid 19 by progressing to the next phase. Please consider not moving forward and placing lives of our children and their families as a priority.
438	Stephanie Barker	Returning to full day instruction on 11.30.2020 in the middle of rising cases is entirely too risky and is not necessary. We know not everyone will take the proper precautions over the holiday breaks, putting everyone at risk when the kids go back to school. Why add even more students to the campuses? Please re-consider and allow everyone time to recover from the holidays. Please listen to the teachers and their union. The teachers are doing an incredible job, they are seeing our kids daily. What we're doing is working and it does not need to change right now. Thank you.	
439	Lenore Aldridge	The interest of the teachers	As a parent who is working full time, having my child in class is very valuable; however, the health of the teachers and staff is Paramount. though this distance learning is inconvenient for everyone, I believe keeping our teachers safe is one of the most important things we can do with not having the children in school. Children don't seem to be infected as much, however, those of us who are older maybe. Even with all the precautions that are being taken, there's never enough cautious that can be taken with just not having the schools in service.
440	Mathew Brown	Ella and Jack Brown of Hill Creek	Please do not increase the student class size while we are still in the purple tier. The trend in volume, hospitalizations, and death have been increasing for the last month. Please do not put the children in more danger while there is such a prevalence of the virus in the community. Wait until the rates go down to at least the red tier level. Thank you.
441	Helmut Fritz	Aileen Fritz	There is no way we will allow our daughter, in any instance, be subject to an increase in exposure to COVID-19. This would be true even if the cases, nationwide and statewide and county-wide were not increasing. There are several reasons for this. First and foremost, I do not understand this push to get children back into the classroom in light of the risk to those children, school staff, and families. I understand this is difficult for some (work, stress, etc.) but this is a very changed global and national environment we are in right now. The risks for many are just far too high to increase the chance of the exposure to COVID-19 transmission which has been demonstrated through gatherings of people. It was enough of a stretch for our family to consider the half-class, half-day schedule already. Secondly, the school district leadership needs to consider that keeping our children safe should be the #1 priority. The best way to do this is to minimize exposure to COVID-19 at all costs. The current half-class, half-day cohorts seem to be working quite well and pushing this to an increased schedule does nothing but increase the risks and therefore safety of the children, not to mention staff and families. Lastly, evidence elsewhere (other school districts) demonstrates that full time, full class leads shutting down schools, and then more drastic measures such as complete shut-down or distance learning only are necessary. The children need consistency and the current half-day, half class cohorts has demonstrated stability regarding COVID-19 and children's emotional state. There is no apparent (!) reason to push this further and then risk a complete shut-down disrupting the current status quo that seems to be working well. We currently have a stable, consistent schedule and environment for everyone involved, with minimal current risk as has been demonstrated over the last months of half-day, half-class schedule. If the district leadership continues (never should have considered full-time, full day anyways!) on this path we will pull our child from the district entirely as I would then have no faith in their ability to treat the children with their safety as #1 priority.
442	Megan Granger	Myself	I want to thank the board for revisiting their previous decision about moving forward with a full reopening on November 30th and making the health and safety of the students and staff of the Santee School District their top priority. With the number of



			COVID cases increasing in Santee going from a 5.2 case rate to a 6.4 case rate in one week (according to SD County HHS), as well as cases increasing across the county, now is not the time to increase the exposure of anyone on a school campus. I would like to encourage the board to continue to use the data provided by the county to make the best decisions for the health and safety of our community.
443	Miranda Gordon		The Santee School District is a mere microcosm of the larger Santee and San Diego communities and as such has a responsibility to look at the impact premature re-opening may have on the entire community. San Diego County and Santee are both on an unprecedented uptick of Covid-19 cases. While researchers, scientists, and healthcare professionals throughout our communities are literally begging people to practice measures to reduce the spread of this disease, it is unconscionable that the district is considering returning to full capacity, full time. The science does not currently support re-opening the schools to full capacity, full time. The data does not currently support re-opening the schools to full capacity, full time. The math does not currently support re-opening the schools to full capacity, full time. The main driving force of every decision the district makes should always be the best interests of the educators, staff, and most importantly, the students. The secondary driving force should be the effect that decision has on the community as a whole. The Santee School district needs to be aware of how a decision such this impacts the entire community, including the possible added strain on our hospitals and healthcare workers, whom we have already tasked with so much during this pandemic. The School District's current am/pm cohort is working well. You should delay the next step in reopening and in the meantime, focus on rebuilding the trust relationship within our community. Let's all work together to make this be the best possible experience for our children. That truly is why we are all here and what we all want, isn't it?
444	Renee Burns	Parents/students/teachers	District needs to reconsider going to next phase of learning until county is out of the purple tier. Covid cases continue to rise in the county, even in Santee. Teachers have done a great job of keeping children safe during this hybrid program and it has been working well. It would be much harder for teachers to do their jobs and keep students and themselves safe when they have a classroom packed with 24-32 students. The next several weeks will be very important for helping to slow the spread. I feel very uncomfortable sending my student back to school full time with a classroom full of kids during these circumstances. Am/pm hybrid may not be the most convenient schedule but right now, it is the safest for everyone. Schools across the state, county, and country are actually going back to distance learning because the numbers are so bad. I think we need to err on the side of caution for our students and especially the teachers who are taking big risks to serve our students. Obviously, we need to get kids back to learning full time but we need to do it when it is safe for all. Please consider keeping current model through winter break and re-evaluate your plan based on the data from the county. Thank you.
445	Yousef Zangana	yousefzangana@yahoo.com	I think staying in the hybrid model or even going to online as a full-time will be a better and safer option. We are concerned to move to the next level as the virus continues to spread widely in the school ( Pepper Drive.) Going to full-time school will be high risk or our children.
446	Michael Stirk	self	At some point we must return to some semblance of normalcy. Parents need to go back to work and kids need to be in school for peer-to-peer socialization. The cure should not be worse than the disease. How much have suicide rates among early teens and young adults increased as a result of this isolation? If masks are a amenable solution for essential workers to go back to work, then it should be enough for society to return to "normal" and let our kids back in school.
447	Tiffany Marshall	Oliver Marshall	Not re opening for full day schedule is causing a financial burden on our family. With both my husband and I having to work, we do not have the luxury to pick up our child after the hybrid schedule. We have to pay for extended care, and now possibly after school care as well as the hybrid care as we are a military family and deployment is upcoming. I know I am not the only family that is struggling to make this schedule work financially. We have already faced enough financial burden with job loss, and now we cannot compromise our new jobs with leaving early constantly because we cannot afford to pay extra child care. Please stick with the November 30th schedule of re opening full days. Our children need it, our families need it.
448	Davyne Brogden	Students (Sycamore Canyon)	I am confident that our school has implemented measures to ensure a safe Full Time reopening plan. Our kids need to be taught in person, with their peers. It does not make sense that project safe can be open full time, but the kids can not be in class learning. Not all parents have the capability to be home and support their children's online learning. I feel that with all the

precautions such as masking, sanitizing, frequent hand-washing, plexiglass now, and screening for fevers or symptoms is going to make the difference.

449 Gretchen May	<p>After being advised of the special meeting on 11/19/20, I admit that we were completely caught off guard. I read through the meeting comments from 11/17/20 to understand the reason for the special session. Regardless, I have numerous thoughts going through my head. I wonder if there are other parents like ourselves who knew the plan to return to full day instruction, saw the new restrictions, saw that schools with a plan were excluded and just assumed that things would just be moving along? That was our thinking since we had already agreed to this plan in the summer. Was there not a plan already for those parents who no longer want their children in the classroom? Those parents should have that option to remove their children from the classrooms, just as we should have the option to move forward with in class instruction. As essential workers, my husband and I do not have the luxury of home school or independent learning. We have one child enrolled in Project Safe and while this has been a blessing for us to continue working, it is not a substitute for education and classroom learning. We are thankful to be living in Santee as one of the few school districts in the county which has returned to the classroom. We respect the work our teachers and administrators have done since their return to in person learning. We are grateful to them all. We are ahead of those districts which have now been shut out of 2020 in person learning due to our current positivity rate. Our children have rejoiced about the return to in person learning and have anxiously been awaiting the return to full day. In the comments from 11/17/20, one recurrent reason given for not returning to full day is the increase in class size. The teachers (rightfully) celebrate the smaller class sizes, the personal interactions, the one on one attention. But they are distracting from the real issue. The issue of increasing class size and the negative implications to both educators and students occurred long before Covid. The issue before us is not class size; it is the mental health, physical wellbeing, and education of our students. In the summer, the Santee parents were asked to make a commitment to in person learning or a home school version. You are aware that the majority chose in person learning and you followed that majority with this phased in learning. If those individuals are now changing their minds, we have not. We remain solid in our commitment that our children learn best in the classroom. As you are no doubt aware, the American Academy of Pediatrics "strongly advocates that all policy considerations for the coming school year should start with a goal of having students physically present in school. Unfortunately, in many parts of the United States, there is currently uncontrolled spread of SARS-CoV-2. Although the AAP strongly advocates for in-person learning for the coming school year, the current widespread circulation of the virus will not permit in-person learning to be safely accomplished in many jurisdictions. The importance of in-person learning is well-documented, and there is already evidence of the negative impacts on children because of school closures in the spring of 2020. Lengthy time away from school and associated interruption of supportive services often results in social isolation, making it difficult for schools to identify and address important learning deficits as well as child and adolescent physical or sexual abuse, substance use, depression, and suicidal ideation. This, in turn, places children and adolescents at considerable risk of morbidity and, in some cases, mortality. Beyond the educational impact and social impact of school closures, there has been substantial impact on food security and physical activity for children and families. The disproportionate impact this has had on Black, Latinx, and Native American/Alaskan Native children and adolescents must also be recognized."</p>
450 Gretchen May	<p><a href="https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/">https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/</a> No one likes this new normal or the inconveniences it brings; the uncertainty is real. But the uncertainty exists each time we step out the door of our houses and go to the store, or to a restaurant, or to a family gathering, etc. Each individual/family must determine where their comfort level is and what level of risk they are willing to accept. We ask you, the Santee School Board, to honor the wishes of the parents expressed during the summer survey and proceed with the agreed plan.</p>
451 Heather Fox	<p>Parent to Taylor</p> <p>I believe the plan should stay the same for 6-8 grade students to return on November 30th for 4 hours. Currently, Jr High students are only meeting every other day in each subject. I feel they need to have every subject, every day to be successful in their future high school endeavors. They are missing out on the education that they are entitled too. I have a child and other family in the district. They are being short-changed with the hybrid schedule. Please consider keeping things the same for the November 30th opening of going full class size with every subject.</p>
452 Beth Garofalo	<p>Myself - a parent in support of teachers</p> <p>I stand with teachers. Please take their input. I am so impressed with my kids' teachers attitudes during both the remote and now the hybrid format. Please take their input and safety seriously as decisions are considered. I trust their judgment. While I'd be thrilled if schools could open full time SAFELY, it doesn't appear that class size is allowing for optimal safety. I do not have concerns about my kids wearing masks all day nor about activity time (yes, I have an active Kindergartener), as I think the</p>

			kids can adjust. However, safety of teachers and staff is so important and we should not compromise there.
453	Theresa Dust	my son	Thank you Santee School Board for listening to the parents, grandparents and teachers that submitted comments to the last meeting and deciding that more deliberation is needed. I am advocating for my son and feel strongly that the district's plan to return to full time school is insufficient and poorly timed. In the last meeting, the board spoke of its concern that the hybrid model is not providing students with an excellent education. I would like to put that concern to rest by letting you know that this has been the best school year my son has had since Kindergarten. He is getting the individualized instruction with the teacher that he needs because the class size is so low. In the previous years, individualized instruction was mostly on the iPad and ineffective. He would often have to logoff in the middle of a lesson because the class was moving on to something else and he fell behind on several concepts. Another concern I heard during the last meeting was that the Superintendent was still recommending returning to full day instruction based on the fact that Santee is in the red tier. According to the San Diego Communicable Disease Registry, Santee has had 769 confirmed cases, 98 of which have occurred in the last 8 days. Clearly there is a spike countywide and Santee isn't magically exempt from that. Also, the registry indicates that 14% of the total cases in San Diego are in the age group of 0-19 years. Children can and will transmit COVID. I do empathize with the parents that are having childcare issues with the hybrid schedule. I would ask for them to hold on just a bit longer until the numbers go down and/or the vaccine is available. Childcare issues are stressful, but healthcare issues are worse.
454	Teea Wyatt	Parents	I really want to thank you for reconsidering the November 30th start day. I feel that it is the wrong time to be sending our kids back to school full time. It feels very rushed with the rise in COVID cases and the County being in the purple tier should not be when we change the cohort groups to be one cohort and put kids less than 6' apart. Plexiglass and more lunch tables aren't the answer to less exposure and not spreading COVID. Since Vista school district campuses reopened Oct. 20, the district has reported 39 total virus cases. Eleven cases have been identified at the high school level including two at a continuation school, 10 at middle schools and 18 at the elementary school level, according to the district. While the Superintendent says Santee is in the red tier while the County is in purple, teachers, staff and students come from all over the county. My kids come from outside the district and we know that there are more than 100 kids who attend our school that are from out of Santee school district. I am not asking you to go back to distance learning, I am asking that we stay in the AM/PM cohorts until after the holidays and school breaks. We feel that our kids are getting a great education and that the teachers and staff are working hard to make sure the kids are getting what they need with the time they have at school and what is being sent home to work on independently. A decision should be made at your January 2021 board meeting as to what the current COVID numbers are and what color tier is the county in before sending the kids and staff back full time. Picking a date at this time is reckless and not putting the safety of the students and staff first.
455	Juline Novotny		Dear Santee School Board, I really hope that you reconsider and not open the schools for full-day return on November 30th. I feel this is not the time to press forward with doubling the number of students in a classroom. Yes, I understand some feel that it is okay to press forward because the cases in Santee are below the rest of the county but as I am sure you are aware there are many students, teachers, and staff that do not live in Santee. I feel there is a higher chance of case spreading in our school during this holiday / cold & flu season which could ultimately result in our schools or even entire district to shut down. We all what what is best for our kids! I do agree that what is best for them is to be in school and that is what my wish is... to KEEP OUR SCHOOLS OPEN! I feel there are so many risks being taken by opening on November 30th that do not outweigh the limited amount of additional instruction. Honestly, I feel the level of instruction students are getting now is of a much higher quality being the student to teacher ratios. I urge you to listen to what so many teachers are saying. Ultimately they are the ones in the classroom with students daily. They are on the campuses and can see what happens on the regular basis, so when they say the schools aren't ready, I feel you should listen. This full-day needs to be planned out well, just like the hybrid model was. I feel rushing to open full time is not going to do anyone any good. Please consider all the good things that are happening now with the hybrid model. Our children deserve the best, and rushing to a full-day return at this time, I fear is setting them up for more less than that. I don't want our schools to close and to have to return to distance learning. Please for our children, I ask that you wait until after the holidays to decide on a date to return. We don't know what the conditions in January will

			be, but we do know that now is NOT a good time! Thank you for all your hard work and for doing what you ultimately feel is the best decision moving forward. I appreciate you taking the time to listen to parent concerns and take them into consideration as you vote today.
456	Vicki Cronk	Concerned Grandparent	As a Grandparent of 2 student who attend a school in Santee school district that I help to take care of, I am very concerned that you are trying to send the kids back in these very uncertain times. With the numbers on the rise and being so high now is not a safe time to change the groups. The cohorts you have created and that my grandchildren attend school 5 days a week and get a quality education is not the time to put everyone at risk. I would hope that you would not change the cohorts to add more children and less space with more exposure time as the numbers increase in the county. Please wait to revisit the change in going back to full time till in January to see if it is safe and makes sense to change a system that is working to give a quality education and keep the students, staff and community safe.
457	Terry Johnson	Santee community member/teacher	I am a retired teacher, and have been subbing in the district since my retirement. The last half of my career, I provided reading support for struggling readers as a Language Arts Specialist. I was very concerned about what effect Covid and the lack of in person, small group reading instruction/practice might have on our students. I had the opportunity over the last few weeks to assess student reading levels, K-3. Where I had expected to see a decline, I was thrilled by the growth I observed. I attribute this growth, in part, to our current hybrid model. Teachers are able to focus on small cohorts with more targeted instruction. In addition, disruptive classroom behaviors are minimized due to small groups allowing for more instruction to take place. I am urging you to consider continuing with the current schedule at least until after January. Thank you.
458	Tammy Sullivan		Dear School Board: I am concerned about the Nov 30th full return. I do not think that is a good time to push forward with increasing the number of students on campus and in classrooms. I am concerned that with the holidays we will see more cases show up in schools and the increase in people exposed could end up closing the schools. I hope you vote to continue with the hybrid model until after the holiday season. Thank you.
459	Meylin quintana	Angie perojo	Hello my daughter is in kindergarten and I do not agree that we continue forward it is better to leave things as they are until now since the cases of covid are increasing
460	Sondra Lintz		Even if we continue to have community transmission, which we will, if our district schools are following all the safety guidelines of masking, social distancing and enhanced cleaning we can prevent secondary cases in the event a child or employee is positive at school. Not only do we have to consider the negative health impact of this virus we also must consider the negative mental and social health impact that further and increased restrictions are having on our children. Our district has done a wonderful job of keeping children and employees safe and thank you for all your hard work. I fully support moving forward with the next phase of reopening.
461	Micaela Cappa	Giovanni Cappa	Based on my belief system as an American citizen, it is only rational and logical to make sound decisions on the welfare of our children and families based on solid, factual scientific evidence, rather than being driven by one's feelings and distorted thinking patterns. Please provide Santee families with scientific evidence and allow the American people to decide what is best for their families. Our children need to be in the traditional in-person learning setting so they can thrive. God Bless America.
462	Angel Taylor		Cases and hospitalizations continue to worsen and now it is not only much worse than it was when you originally decided to proceed with students returning to campus full time, but it's now worse than ever. If it was too unsafe to return to campus full time back in August, it is certainly too unsafe now. We have had cases pop up amongst students and staff but so far no outbreaks have been caused by school because the cohorts and distancing is working. Now is not the time to push things further and invite even more exposure risk, especially when we know that many will still insist on attending large gatherings for the holidays which will most likely cause even more widespread outbreaks in our community. With so much at stake, it just makes more sense to keep doing what is working for now and reassess after the new year. Also please reconsider the policy of distance learning teachers being required to teach from campus. Just like us families who elected for DL for our students, they have chosen that option for a reason. They are professionals and capable of teaching from home where they will not risk being exposed to the virus.
463	Denise McLarney	Concerned Grandparent	This is why I was so surprised and disappointed when I found out that my 3 grandsons, who attend school in the Santee School District, were returning back to full time in school learning on November 30. Returning to full time, when we're on purple tier and the number of covid cases are rising, is not what's best for students, teachers, and staff! They say that children are more

			<p>asymptomatic to covid 19. This concerns me because I watch my 3 grandsons every morning and take them to school for their afternoon in school learning. If they return full time this allows more chance of them becoming infected and passing it to other members of the family. There is still many unknowns about this virus and it makes no sense to increase the in school time when cases are rising. Having a full class of 20 to 30 students in a room when businesses and restaurants have to close or decrease capacity in an indoor setting makes no sense at all! You've done a great job with planning the current hybrid plan and respect your hard work. I know it wasn't easy. Teachers are working hard making this hybrid model work. It's been successful with students doing better and getting the attention they need. I hope the school board considers postponing full time learning until after the New Year and when it is safer for the students, teachers, staff, and administrators! Santee School District is a big family and everyone should feel safe and stay safe! Thank you for listening.</p>
464	Victoria Permetti	Parent/Staff member	<p>As a parent and staff member I would like to ask the Santee School District Board to reconsider the full reopening on November 30th. I understand the importance of having our children in school for multiple reasons, but I feel the health and safety of our children, staff and community is more important. I am asking the board to please put our health and safety above test scores and wait to bring the children back until after the new year. Santee School District has been able to maintain a lower case rate because what we are doing is working.</p>
465	Brad Adorador	Carlton Oaks Parent	<p>Respectfully request the board consider moving forward with the Nov. 30th full return date. Allowing the full return is especially critical to my child in Special Education that would be gaining an additional 40 mins of curriculum and support that is vital to his educational progress. My daughter would gain an additional 1.5 hours of education that is currently lacking. Due to the fact that Carlton Oaks School has maintained minimal positive COVID cases and a very extensive and thorough mitigation plan to support its students, I highly encourage the board to move forward with the full return on Nov. 30th. Thank you. Sincerely, Brad and Mindy Adorador</p>
466	Jennifer Eaton	My 3 students	<p>I would like to reiterate what I already wrote during the last board meeting. I wish for you to reconsider opening schools full time until sometime in January. I stated many reasons in my previous remarks, but would really like you to consider the learning environment for our children and teaching environment for our teachers. If we want our students to learn in the best environment possible, the teachers need to be allowed to roam the classroom and observe student work and discussion from a safe distance. With 24+ bodies in a classroom and plexiglass barriers, this is nearly impossible for teachers. I want my children to learn, period. They are getting the attention they need in the smaller classes. Who says schools have to go back to the exact same way they always were? Why can't schools change and evolve with the rest of the world? Thank you for listening. I hope you make the right decision for your staff and students.</p>
467	Alisa Marrone	Classified employee	<p>Now is not the time to go back to school full day. The Covid cases continue to rise and with the holidays approaching, the cases are only going to get worse. The safety of the students and staff needs to come first!</p>
468	Ashley Monroe		<p>This comment is again in response to the school board's continued plan to move forward with opening of Santee schools to full time in person instruction despite San Diego County's movement into the purple tier. It seems grossly inappropriate of the Santee School Board to continue to advance it's model to full class instruction when the county as a whole is having to back-step. As previously stated in my past comment, I am an ICU nurse that cares for covid patients on a daily basis at work, and I am very familiar with the devastation that this virus is causing. I'm exceedingly concerned with the school District's refusal to recognize and respond accordingly to the fluidity of this pandemic. I implore you to consider the science of virus transmission and appropriately apply this knowledge as you go forward. The science and the transmission rates continue to change and the district must change it's plans as well when it is necessary. I can speak from experience that a major risk for transmission of covid is through close contact while eating. Having children eating at school together is a very risky activity, and frankly inappropriate in light of the current numbers. What happens when there is a rainy day? You can't eat inside a restaurant in the county at this time, how do you see fit to have children eating indoors together? With the covid numbers escalating quickly and no end in site, I feel it is completely inappropriate on the District's part to not consider the impact that these choices will have on not only the children and families in your direct care, but also the community you serve as a whole. If you continue with your current plan, there will be an outbreak. The current system is working, and has not resulted in any school based transmissions. Why not continue with a plan that is working well? Why risk the health and safety of both your staff and students?</p>

			Why risk an outbreak that completely shuts down schools, and forces a return to complete distance learning? My children are thrilled to be able to come to school each day (as am I), knowing that they are in a relatively safe environment, but still able to learn in a somewhat normal manner. Despite many who believe that covid is made up or fake, I know from experience this virus is real, and the devastation that it causes is severe. Please do not advance your model when numbers are escalating. I ask that you consider the safety of all, and postpone your full-time reopening to a more safe and appropriate time.
469	Love Antonia Reyes Purpero	The Students In My Class	As an 8th grade student attending Carlton Hills, I completely understand the importance of receiving a proper education. However, in these times staying safe and trying our best to keep our loved ones safe should be a top priority. Many kids in my class live with people who are at higher risk for COVID, including myself. There are better ways to receive a proper education without putting people in danger. Instead of having a date to go back to school, we should see how COVID plays out during the holidays, for it can have a big impact on us.
470	DIANA SALAZAR		The reason we have been so successful in keeping no cases of COVID in our school is because of what we have in place now. Opening up to 100% capacity would not be a good idea since the increase of cases in our county. Keeping our system in place while cases are up has helped us maintain staff and student safety. Please consider keeping our systems in place and keep us on a hybrid model until our county can decrease Covid cases.
471	Malinda Diener	Students	The board should reconsider the current reopen plan of merging the AM/PM cohorts on 11/30. With the current increase in COVID cases in San Diego county and the shift to the purple tier it would be in the best interest of our community to stay at the current hybrid model. As a parent and substitute in the Santee district I have seen first hand the benefits of in-person learning. I have also seen how well the hybrid model has been for students and faculty. The faculty have been able to properly follow protocol and create a learning environment that is safe and interactive utilizing the distancing that is required. If the board proceeds with plan on 11/30 students will be the most affected. They will lose the few freedoms they have in their learning communities. They will have limited if any room to move around, they will have increased policies and restrictions, as well as increased exposure to not only COVID but the flu and other viruses this winter. I urge the board members to reconsider their current position and acknowledge the current hybrid model for the success that it is. Our students are flourishing in their environments and deserve the ability to have physical activity and movement in their day without being chained to their desks and their devices to accommodate adults agendas.
472	Lily DeSarno	Student	I don't think we should go back full time. We have had more then one case and when we go back we are in a class room filled with up to 24 kids and one of them could have it and not know it and give it to the kids in there class. My grandma lives with me and she's high risk so I'm lucky I'm even in school right now. I think that we should just stick to the am-pm classes therefore we aren't risking the health of even more kids or possibly there loved ones.
473	Samantha Mallory	Student	I am Samantha Grace Mallory and I attend Carlton hills school in Santee and I am emailing you regarding about going to school full time. As you know, there have been 2 Covid cases caught sick but I think If we continue sticking to the CDC rules that we will beat Covid. Maybe even up the rules a little more. Also, my family has struggled so much with the school schedule. My parents are currently divorced and is working full time and can't drop me off at 11:25 or after school without problems and my other family members are having to pick me up and drop me off at school and it's not fair for them. So I am asking you, please let us go back full time.
474	Travis Wyatt	Concerned Father	As a family that attends a school in the district, I was very glad that you were taking into account/surveying the families at the beginning of the year and how we were moving forward with the year. Your current plan of combining AM/PM cohorts and having the kids attend school full day with a solution of plexiglass in the classroom and adding more students and desks. Goes against CDC recommendations of staying 6' apart and to spend less time around people. The CDC recommendation is now 15 minutes total for the day, that is accumulated time instead if 15 minutes of exposure at one time can make it so that all those exposed for the accumulated time would have to quarantine for the 14 days at home. Why are we rushing to put the kids back to full day instruction with more exposure and less space? Please keep them in the cohorts they are in now and revisit the reopening in January after the holidays have past and hopefully the numbers aren't on the rise.



475	Paola Puento	Santiago Alvarado	Please reconsider the full day plan after Thanksgiving, so far Hal's day as it is has been working out, there is no need to rush into full day
476	sadie mcanally	rio seco student	hi, im sadie mcanally an 8th grade student at rio seco. i'm speaking on the behalf of my parents as well. i don't agree with the parents/students who believe we should postpone full time school further than november 30th. first of all, parents who don't want to go back should've kept their students in distance learning, they did have to option to in the first place. instead, parents are keeping students who want to go back from doing so. secondly, i know that a virus is around and it sucks that it's prone to mainly adults and elders but just because a virus is scary and it's kind of nerve racking, doesn't mean that we should keep children (who are less at risk) from living their lives. at this age, kids just want to have fun but closing down is really really stressing kids out. as a kid, i know that walking into a class room with half as many people, plastic around desks, wearing masks, hand sanitizing more, and only going outside for maybe 10 minutes is saddening. mental health is extremely bad and will only get worse if we keep shutting down everything that has maybe a 0.1% increase in cases. thanks for reading this if u have and hopefully the school board will think about what i've said and take it into consideration. please do. it's very important that this gets read.
477	K Smith	My child and his peers	I am glad that the Santee School Board has deemed the issue of returning to full classes and a full day schedule on 11/30/20 worth reconsideration. The hybrid schedule Santee Schools have in place currently seems to be working fairly well. While I still have concerns about sending my child each day, the positive impact on him has been an encouraging relief. He learns and thrives best with his teachers and peers. I am writing to urge the board to please not unravel the good things you have provided for our students right now. Even with precautions in place, there have been 18 positive cases of SARS-CoV-2 among Santee School District students and staff as of the last board meeting. That number is bound to trend upwards even if you keep the current hybrid model in place due to the sharply increasing county infection rates. I heard a lot of talk about differences of opinion and varying beliefs about the plan to proceed towards full reopening at the last board meeting. The fact remains that regardless of any of our opinions or beliefs, the science is clear on how this virus spreads. Just because the school board is technically allowed to proceed towards reopening under the current human-imposed arbitrary rules does not mean they should. Our wishes and personal opinions make absolutely no impact on the fact that the SARS-CoV-2 virus will take any opportunity to spread and replicate. By doubling class sizes, lengthening the school day and allowing students to eat on campus, you would be providing ample opportunity for the virus to spread. Santee is not an island. To consider only the local Santee case count is recklessly naive. The idea that the school board should stick to its original plan at all costs would be a dereliction of duty. It is the School Board's obligation to consider all factors, in this case often rapidly changing ones, when making decisions that impact the health and safety of our children and our community. I was truly appalled to hear a board member reference test scores as part of her reasoning to get students back to full days at school. How dare you prioritize your district test scores over our children's health and their families' lives? If you attempt to combine cohorts, increase the length of school days, and allow meals on campus at this time, you will be inviting increased transmission of a deadly virus. That would be an act of either ignorant ineptitude or willful negligence. I am urging you to please postpone the combination of AM/PM cohorts until after the holidays and until our county infection rate places us back into the Red tier, if not lower, levels of infection rates. A decision to postpone until after the holidays could bring our community six weeks closer to possible vaccinations and the cost of those six precious weeks would be merely to stay in the current hybrid model for an additional three weeks of instruction. With infection rates as they are, stubbornly pushing forward toward getting our kids back to full time school could lead to our schools being completely shut down again, tragic consequences for families, or both. Please consider Maslow's Hierarchy of Needs and ensure our children's safety first. Everything else - even your precious test scores - is secondary.
478	Kim Kelly	PARENTS - TEACHERS - NEIGHBORS	A few weeks ago, a 7 year old child was left outside by herself because she had a fever. She waited for an hour in triple digit temperatures. How will you treat children who appear symptomatic going forward? Do you have a plan that doesn't completely



alienate sick children? Her mother found her crying, dehydrated with a fever. To be clear. This was a second grader at Cajon Park participating in the hybrid model “phase 1” a few weeks ago. Are you prepared to go full remote within 24 hours? What is your plan to handle the inevitable outbreak in our schools?

**C. DISCUSSION AND/OR ACTION ITEMS**

**Superintendent**

**1. 2020-21 School Reopening**

To help those in attendance, President Burns provided a timeline of events since the school closure:

<b>Meeting Date</b>	<b>Action Approved by Board</b>
June 23	Board voted priority was to make it a priority to bring students back full-time beginning August 19 (first day of school)
July 7	Board approved the 2020-21 plan to return all students to campus on August 19.
July 21	Based on the new guidelines from Governor’s Press Conference on July 17, the Board approved the new recommendations of phasing into a hybrid model; and eventually phasing into full-time in person instruction
September 1	Board approved Administration’s recommendation to begin in a hybrid model as follows: <ul style="list-style-type: none"> <li>• Tuesday, September 8: State Preschool</li> <li>• Monday, September 14: Preschool – grade 8, special day class students</li> <li>• Thursday, September 24 – Friday, September 25, Entry of AM/PM cohorts, TK - Kindergarten</li> <li>• Monday, September 28: Entry of AM/PM cohorts, students grades 1-8</li> <li>• GOAL DATE: Monday, November 9: Full Day Return, All Students</li> </ul>
October 20	The Board approved the Superintendent’s new recommendation of full return of students on November 30.

Member Burns shared that since the October 20<sup>th</sup> meeting, Member Fox expressed concerns with the full return of students on November 30 and asked that the Board hold a special meeting to further discuss.

Member Fox expressed his gratitude towards the Board for the special meeting. He shared that prior to the discussion he wanted to address a public comment that asked that the Board think like parents when making a decision. Member Fox noted that every Board member is a parent, or have grandchildren, in the District; and that the decisions the Board makes also impacts their families. He explained that when making decisions, the Board considers the students’ educational needs, social and emotional needs, and their safety. Member Fox shared asking for the special meeting to discuss the “full-day” return of students on November 30. He explained that since their vote, there has been an increase of COVID cases in the County. Member Fox noted that although there was minimal increase in Santee, not everyone lived in Santee and their activities outside of school hours were out of their control. He explained the upcoming holidays prompts a concern for the students’ safety.

Member El-Hajj shared speaking to a lot of people on this subject and noted there being a lot of strong feelings on both sides of this issue. She explained listening to everyone’s side, and although she did not agree with everyone, she took great offense on some of the

comments; especially the ones that read the Board did not care about their employees. Member El-Hajj noted this was not the case and acknowledged everyone has the right to say and believe what they think. She reiterated that the Board's priority is the students' academic success, social and emotional success, and physical health. Member El-Hajj shared it has become apparent to her the need for more communication and on the work that still needs to be done on the District's programs and procedures. She noted that although she supported the "full-day" return, she shared not feeling the District was ready. Member El-Hajj shared she was not concerned with the students' "full-day" return, but mostly the District having everything needed in place. She shared slowing down to get everything done right, made sense. Member El-Hajj noted that for those reasons, she would be supporting Member Fox, Member Levens-Craig, and President Burns on moving past the November 30<sup>th</sup> "full-day" return. Member El-Hajj reiterated that it has been the Board's intention to bring the students back to campus for full-day instruction; and noted the taxpayers deserve a full-days education. She noted appreciating the extraordinary education being provided by teachers, but believes all children need to be in school all day. Member El-Hajj explained that even though she was supporting the "full-day" return on November 30, it was important to still establish a goal date. She shared the hybrid model has served the students well, but it could not be where it stops and need to keep going. She expressed her appreciation for everyone's opinion and communication.

Member Ryan echoed Member El-Hajj's appreciation for everyone's communication and apologized for not being able to respond to everyone individually. She expressed her appreciation towards Dr. Baranski, and her team, for their hard work to make sure the District is doing everything to offer the best education to the students; and her recommendation of "full-day" return on November 30. Member Ryan noted she would not be supporting the extension because there are multiple feelings in the community on the issue; and Board members should vote their conscience. She explained that although she appreciated her colleagues, even though she felt differently than they do, she would be someone who supports them through whatever the majority of the Board decides. Member Ryan reiterated she would not be supporting the extension for the same reasons she has previously expressed.

Member Levens-Craig expressed her appreciation for her time to speak and noted this has been a difficult decision. She shared her sentiments to the parents, community members, teachers, and everyone who has a stake in this issue. Member Levens-Craig noted that although the numbers are still minimal in Santee, the County's purple-tier is concerning. She shared reading comments that noted the County is not allowing indoor dining, attending church, etc., and it seemed almost hypocritical to bring the students back for "full-day" instruction. Member Levens-Craig shared the spread of COVID also affects children, even if we continue to hear they are not the most susceptible. She shared the hybrid model is working for some parents and they like the individual attention being given to their student. Member Levens-Craig noted it was a misconception that the hybrid model was easier for teachers. She shared teachers are doing twice as much work. Member Levens-Craig explained agreeing with her colleagues that there are still some considerations that needed to be addressed in order to do this safely. President Burns shared appreciation for Member Levens-Craig for being flexible with her schedule, as she had a preplanned vacation.

President Burns shared everyone knew his position and noted this pandemic had affected Santee families very differently. He explained some families have more support and have been able to manage this easier, while it has taken a bigger toll on other families who do not have support (i.e., military families); and asked the community of listeners to reach out to families that may need help with their students and children. Member Burns shared feeling strongly on his position from the beginning and explained that although he has a great deal of respect for Dr. Baranski, he did not agree with the recommendation and needed to get additional questions answered to make sure all students are brought back safely. Member Burns shared his appreciation and respect for his colleagues for analyzing the situation to come to their decisions. He noted there are risks no matter what steps are taken (i.e., risk if students are left at home, a risk if we bring them back, etc.). Member Burns shared the hybrid model has been working for him as a parent; and noted the importance that students

are in school everyday so the teachers can visibly see them to make sure they are safe and educated. He acknowledged that it is not perfect, and that he wanted students to return to “full-day” instruction but right now was not the time. Member Burns shared the need to get through the holidays.

President Burns asked for a motion to give direction to the Superintendent on the November 30<sup>th</sup> “full-day” return. Then the Board would have to motion for a date, if any, for a “full-day” return.

It was moved by Member Fox not to move forward with the next phase of “full-day” return on November 30, 2020. The roll-call vote was recorded as follows.

<b>Motion:</b>	<u>Fox</u>	<b>Burns</b>	<u>Aye</u>	<b>El-Hajj</b>	<u>Aye</u>
<b>Second:</b>	<u>Levens-Craig</u>	<b>Ryan</b>	<u>Nay</u>	<b>Fox</b>	<u>Aye</u>
<b>Vote:</b>	<u>4-1</u>	<b>Levens-Craig</b>	<u>Aye</u>		

Member Levens noted the concern with the upcoming holidays and large gatherings. She explained it would take a few weeks before someone would know if anyone was sick and looking at January 11 or 18 as a return date. Member El-Hajj stressed the importance of establishing a target date, even though it is unknown what the conditions will be in January. She shared January 11 seemed reasonable and would give teachers and staff a week to prepare.

Member Fox agreed that a date needed to be established and shared agreeing with Member Levens-Craig on the January 11 return date.

Member Ryan shared she would be supporting their decision.

President Burns shared he still had some concerns of communicating to the families to prepare for a date and then it changes. He shared that he would support January 11. But, he stated for the record that if there are concerns with the safety of the students and staff he reserved the right to re-access the date. Member El-Hajj agreed with President Burns and noted a special meeting could be called after the holidays, if needed.

Member Levens-Craig noted the incubation period is two-weeks and suggested the return be January 18. Member El-Hajj noted the return date would be the 19<sup>th</sup>, as the 18<sup>th</sup> is a holiday.

President Burns noted there were attendees “hands-up” asking for time to speak and explained the policy for the current meeting platform asks that comments be submitted prior to the meeting and did not allow for comments from the floor.

Member Fox moved that the Board target January 11 as the “full-day” return for students. The roll-call vote was recorded as follows.

<b>Motion:</b>	<u>Fox</u>	<b>Burns</b>	<u>Aye</u>	<b>El-Hajj</b>	<u>Aye</u>
<b>Second:</b>	<u>El-Hajj</u>	<b>Ryan</b>	<u>Aye</u>	<b>Fox</b>	<u>Aye</u>
<b>Vote:</b>	<u>5-0</u>	<b>Levens-Craig</b>	<u>Aye</u>		

Superintendent Baranski clarified that the proposed “full-day” return model was still intended for use on January 11. Member El-Hajj confirmed the “full-day” return model was to be implemented on January 11, but noted the need to work on the junior high schedules.

Members El-Hajj and Levens-Craig expressed their gratitude to everyone who took the time to express their opinion.

President Burns reiterated the motion was to approve the proposed “full-day” return of students on January 11, using the schedule presented to the Board on October 20. He added understanding the community’s divide on the issue and shared the Board acts in the best interest of the students and staff. President Burns expressed his gratitude for those in attendance and wished everyone a great Thanksgiving.

**D. ADJOURNMENT**

With no further business, the special meeting of November 19, 2020 was adjourned at 3:45 p.m.

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Elana Levens-Craig, Clerk

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Dr. Kristin Baranski, Secretary

**SANTEE SCHOOL DISTRICT  
SPECIAL MEETING  
OF THE BOARD OF EDUCATION**

December 10, 2020  
**MINUTES**

Virtual Meeting

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

President Burns called the meeting to order at 3:30 p.m.

Members present:

Dustin Burns, President  
Barbara Ryan, Vice President  
Elana Levens-Craig, Clerk  
Dianne El-Hajj, Member  
Ken Fox, Member

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services  
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services

**B. PUBLIC COMMUNICATION**

President Burns explained that given the current circumstances with COVID-19, the public was given the opportunity to submit comments online or by phone prior to the meeting. There were no comments from the public.

**C. CLOSED SESSION**

President Burns announced that the Board would meet in closed session for:

**1. Conference with Labor Negotiator (Gov't. Code § 54956.8)**

*Purpose: Negotiations*

*Agency Negotiators: Tim Larson, Assistant Superintendent*

*Employee Organizations: Santee Teachers Association (STA); and  
Classified School Employees Association (CSEA)*

The Board entered closed session at 3:15 p.m.

**D. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 4:00 p.m., and reported no action was taken.

**E. ADJOURNMENT**

With no further business, the special meeting December 10, 2020 was adjourned at 4:00 p.m.

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Elana Levens-Craig, Clerk

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Dr. Kristin Baranski, Secretary

Consent Item E.1.2.  
Prepared by Dr. Kristin Baranski  
December 15, 2020

Approval of Employee Agreement  
Amendments for Assistant  
Superintendents, 2020 - 2023

**BACKGROUND:**

At the March 6, 2018 Board of Education meeting, the Board approved multi-year employee agreements for the three, District Assistant Superintendents. Agreement terms were approved through June 30, 2020.

As previously communicated, Assistant Superintendents salaries are enumerated in their agreements rather than delineated on the Certificated Management salary schedule. The attached multi-year employee agreement amendments are termed July 1, 2020 – June 30, 2023.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the employee agreement amendments for Karl Christensen, Dr. Stephanie Pierce, and Tim Larson effective July 1, 2020 – June 30, 2023.

**FISCAL IMPACT:**

This fiscal impact to the 2020-21 budget will be a total of \$12,940, which includes the two percent (2%) salary increases for all three Assistant Superintendents as noted in the attached amendments.

**STUDENT ACHIEVEMENT IMPACT:**

Experienced, high quality leadership in all three major areas of District operations, Business Services, Educational Services, and Human Resources is important for the short-term and long-term operations and overall success of the District.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.1.2.

**EMPLOYMENT AGREEMENT AMENDMENT  
BETWEEN THE SANTEE SCHOOL DISTRICT  
AND  
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES**

THIS AGREEMENT is made this 15th day of December by and between the Governing Board (hereinafter "the Board") of and on behalf of the Santee School District (hereinafter "the District"), and Karl Christensen, Assistant Superintendent of Business Services (hereinafter "the Assistant Superintendent"), subject to the following terms, conditions, and agreements:

1. **TERM.** The Board hereby employs the Assistant Superintendent for a period of three (3) years, beginning on July 1, 2020 and terminating on the 30th day of June 2023. The Board and the Assistant Superintendent acknowledge that this Agreement is entered into pursuant to Education Code section 35031. However, in the event the Board determines not to renew this Contract, it shall provide written notice to the Assistant Superintendent by March 15 of the expiration year. Failure to do so shall result in renewal for one (1) year under the same terms and conditions of the expiring Contract, with no step movement beyond the 2022-2023 salary.
  
2. **SALARY and SALARY ADJUSTMENTS.** The Assistant Superintendent's salary shall be based on the following salary rates for the term of this agreement with the 2020-2021 rate being retroactive back to July 1, 2020. Salary will be payable in equal monthly installments on the last day of each month. Step advancement on the salary schedule is based on satisfactory service during the previous year. The Board reserves the right to increase the annual salary rate of any or all years of the Assistant Superintendent's contract. The Assistant Superintendent's salary may be reduced if there is a financial crisis. Should the Assistant Superintendent retire during the fiscal years of this contract, any retroactive salary increase subsequently provided to district management for that particular fiscal year shall be provided to the salary of the Assistant Superintendent and reported to the Santee School District payroll staff and the Public Employees' Retirement System.

2020-2021 Salary	\$178,884
2021-2022 Salary	\$181,950
2022-2023 Salary	\$185,589

IN WITNESS WHEREOF, we affix our signature to this Agreement as the full and complete understanding of the contractual relationship between the parties hereto. This contract can be modified only in writing, duly executed by the parties hereto or their successors in interest.



GOVERNING BOARD OF THE  
SANTEE SCHOOL DISTRICT

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Karl Christensen, Assistant  
Superintendent, Business Services

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Barbara Ryan, President

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Date

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Elana Levens-Craig, Vice President

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Dianne El-Hajj, Clerk

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Ken Fox, Member

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Dustin Burns, Member

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December 15, 2020

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Governing Board Approval Date

**EMPLOYMENT AGREEMENT AMENDMENT  
BETWEEN THE SANTEE SCHOOL DISTRICT  
AND  
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

THIS AGREEMENT is made this 15th day of December by and between the Governing Board (hereinafter "the Board") of and on behalf of the Santee School District (hereinafter "the District"), and Dr. Stephanie Pierce, Assistant Superintendent of Educational Services (hereinafter "the Assistant Superintendent"), subject to the following terms, conditions, and agreements:

1. **TERM.** The Board hereby employs the Assistant Superintendent for a period of three (3) years, beginning on July 1, 2020 and terminating on the 30th day of June 2023. The Board and the Assistant Superintendent acknowledge that this Agreement is entered into pursuant to Education Code section 35031. However, in the event the Board determines not to renew this Contract, it shall provide written notice to the Assistant Superintendent by March 15 of the expiration year. Failure to do so shall result in renewal for one (1) year under the same terms and conditions of the expiring Contract, with no step movement beyond the 2022-2023 salary.
  
2. **SALARY and SALARY ADJUSTMENTS.** The Assistant Superintendent's salary shall be based on the following salary rates for the term of this agreement with the 2020-2021 rate being retroactive back to July 1, 2020. Salary will be payable in equal monthly installments on the last day of each month. Step advancement on the salary schedule is based on satisfactory service during the previous year. The Board reserves the right to increase the annual salary rate of any or all years of the Assistant Superintendent's contract. The Assistant Superintendent's salary may be reduced if there is a financial crisis. Should the Assistant Superintendent retire during the fiscal years of this contract, any retroactive salary increase subsequently provided to district management for that particular fiscal year shall be provided to the salary of the Assistant Superintendent and reported to the Santee School District payroll staff and the State Teachers Retirement System.

2020-2021 Salary	\$178,884
2021-2022 Salary	\$181,950
2022-2023 Salary	\$185,589

IN WITNESS WHEREOF, we affix our signature to this Agreement as the full and complete understanding of the contractual relationship between the parties hereto. This contract can be modified only in writing, duly executed by the parties hereto or their successors in interest.

GOVERNING BOARD OF THE  
SANTEE SCHOOL DISTRICT

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Dr. Stephanie Pierce, Assistant  
Superintendent, Educational Services

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Barbara Ryan, President

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Date

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Elana Levens-Craig, Vice President

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Dianne El-Hajj, Clerk

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Ken Fox, Member

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Dustin Burns, Member

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December 15, 2020

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Governing Board Approval Date

**EMPLOYMENT AGREEMENT AMENDMENT  
BETWEEN THE SANTEE SCHOOL DISTRICT  
AND  
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

THIS AGREEMENT is made this 15th day of December by and between the Governing Board (hereinafter "the Board") of and on behalf of the Santee School District (hereinafter "the District"), and Tim Larson, Assistant Superintendent of Human Resources (hereinafter "the Assistant Superintendent"), subject to the following terms, conditions, and agreements:

1. **TERM.** The Board hereby employs the Assistant Superintendent for a period of three (3) years, beginning on July 1, 2020 and terminating on the 30th day of June 2023. The Board and the Assistant Superintendent acknowledge that this Agreement is entered into pursuant to Education Code section 35031. However, in the event the Board determines not to renew this Contract, it shall provide written notice to the Assistant Superintendent by March 15 of the expiration year. Failure to do so shall result in renewal for one (1) year under the same terms and conditions of the expiring Contract, with no step movement beyond the 2022-2023 salary.
  
2. **SALARY and SALARY ADJUSTMENTS.** The Assistant Superintendent's salary shall be based on the following salary rates for the term of this agreement with the 2020-2021 rate being retroactive back to July 1, 2020. Salary will be payable in equal monthly installments on the last day of each month. Step advancement on the salary schedule is based on satisfactory service during the previous year. The Board reserves the right to increase the annual salary rate of any or all years of the Assistant Superintendent's contract. The Assistant Superintendent's salary may be reduced if there is a financial crisis. Should the Assistant Superintendent retire during the fiscal years of this contract, any retroactive salary increase subsequently provided to district management for that particular fiscal year shall be provided to the salary of the Assistant Superintendent and reported to the Santee School District payroll staff and the State Teachers Retirement System.

2020-2021 Salary	\$178,884
2021-2022 Salary	\$181,950
2022-2023 Salary	\$185,589

IN WITNESS WHEREOF, we affix our signature to this Agreement as the full and complete understanding of the contractual relationship between the parties hereto. This contract can be modified only in writing, duly executed by the parties hereto or their successors in interest.

GOVERNING BOARD OF THE  
SANTEE SCHOOL DISTRICT

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Tim Larson, Assistant Superintendent,  
Human Resources

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Barbara Ryan, President

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Date

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Elana Levens-Craig, Vice President

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Dianne El-Hajj, Clerk

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Ken Fox, Member

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Dustin Burns, Member

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December 15, 2020

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Governing Board Approval Date

Consent Item E.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
December 15, 2020

**BACKGROUND:**

In accordance with BP 3350 of the Board of Education, an employee may attend conventions, conferences, or meetings of boards, committees, and commissions; to travel for the purpose of recruiting personnel; to visit other school districts; to appear before legislative committees; and to perform other out-of-district travel which is in the best interests of the school district and which assists employees to perform their jobs successfully.

A list of travel and professional staff events is presented for the Board's review and approval/ratification. Included on the report are dates, names of meetings and locations, and either categorical, grant, or general funding sources that support such travel.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify the Travel Report for personnel requesting travel on the attached schedule.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Staff Development	Implement a staff development plan as the cornerstone of employee performance and growth.

**FISCAL IMPACT:**

The estimated travel expenses are \$3,113, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.1.

**Board Travel Report - December 15, 2020**

Travel Dates	Attendees	Site of Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal
Wednesday, 10/29/20	Leah Saunders	Carlton Hills	ASCD Symposium	Online	\$0	\$49	Carlton Hills	Symposium on building trauma-sensitive schools.	2
Tues & Thurs, 11/10/20 & 11/19/20	Julian Sasma	Pepper Drive	Strengthening Our Profession with an Equity Lens	Online	\$0	\$25	Pupil Services	Online workshop on student services	2
Friday, 12/04/20	Michelle McNameey	PRIDE Academy	Defiant Students	Online	\$0	\$192	Title I	Current insights and strategies for working with student defiance.	2
Wednesday, 12/16/20	Katie Borts	Human Resources	Managing and Understanding Employee Leaves	Online	\$0	\$149	Human Resources	Review of K-12 leave administration for Human Resources.	
Friday, 01/15/21	Dr. Kristin Baranski	Superintendent	SSC Governor's Budget Workshop	Online	\$0	\$480	Business Services	Review of the Governor's State budget proposal.	1, 2
Friday, 01/15/21	Karl Christensen	Business Services	SSC Governor's Budget Workshop	Online	\$0	\$480	Business Services	Review of the Governor's State budget proposal.	1, 2
Friday, 01/15/21	Dr. Stephanie Pierce	Educational Services	SSC Governor's Budget Workshop	Online	\$0	\$480	Business Services	Review of the Governor's State budget proposal.	1, 2
Friday, 01/15/21	Tim Larson	HR/Pupil Services	SSC Governor's Budget Workshop	Online	\$0	\$480	Business Services	Review of the Governor's State budget proposal.	1, 2
Friday, 01/15/21	Tony Long	Fiscal Services	SSC Governor's Budget Workshop	Online	\$0	\$480	Business Services	Review of the Governor's State budget proposal.	1, 2
Tuesday, 01/19/21	Dawn Minutelli	Educational Services	Equity Conference 2021	SDCOE	\$0	\$149	Special Projects	Focus on educational equity for California students.	1
Tuesday, 01/19/21	Kristen Evteland	Educational Services	Equity Conference 2021	SDCOE	\$0	\$149	Special Projects	Focus on educational equity for California students.	1
			Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California						
			(NONE)						

District Goals:

1. Raise mastery of reading and writing grade level literacy standards with annual, incremental growth of at least five percentage points resulting in 90% mastery by June 2023.
2. Raise percentage of students' feeling safe at school with annual, incremental growth of at least seven percentage points resulting in 100% of students' feeling safe by June 2023.



Consent Item E.2.2.  
 Prepared by Karl Christensen  
 December 15, 2020

Approval/Ratification of Expenditure Warrants

**BACKGROUND:**

Warrants issued by the District are required by law to be approved or ratified by the Board of Education.

Commercial Warrants issued for the period of November 2020:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-723872 TO 14-730307	\$621,972.03
0900	N/A	
1200	11-727854	\$65.76
1300	14-724872 TO 14-730305	\$238,015.50
1400	N/A	
2109	N/A	
2139 / 2108	14-724900 TO 14-728973	\$898,850.84
2518	N/A	
2538	14-724901 TO 14-730294	\$1,362,469.70
3500	N/A	
4000	14-728999	\$7,137.70
6300	14-724878 TO 14-726959	\$268.48
TOTAL:		<b>\$3,128,780.01</b>

Student Body Warrants issued for the period of November 2020:

<b>\$0</b>
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Payroll Warrants issued for the period of November 2020:

<u>Fund #/Name</u>	<u>Amount</u>
01 00	\$5,710,940.32
12 00	\$30,204.19
13 00	\$132,369.98
14 00	\$0
25 18	\$0
63 00	\$230,369.18
<b>\$6,103,883.67</b>	

**RECOMMENDATION:**

It is recommended that the Board of Education approve the expenditure warrants for the month of November 2020 as presented.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$9,232,663.68 and is disclosed above.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.2.

**BACKGROUND:**

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of November 2020:

<b>AMOUNT</b>	<b>LOCATION</b>
\$3,992.78	PEPPER DRIVE SCHOOL
\$698.75	CARLTON HILLS SCHOOL
\$1,970.60	SYCAMORE CANYON SCH
\$3,473.22	PROSPECT AVENUE SCH
\$2,059.89	CAJON PARK SCHOOL
\$1,072.84	CHET F HARRITT SCH
\$2,780.19	CARLTON OAKS SCHOOL
\$1,535.64	RIO SECO SCHOOL
\$1,021.94	HILL CREEK SCHOOL
\$40.93	STATE PRE-SCHOOL
\$54.12	SANTEE SUCCESS
\$8.62	SUPERINTENDENT DEPT
\$88,760.13	BUSINESS SERVICES
\$199.34	HUMAN RESOURCES
\$179.36	EDUCATIONAL SERVICES
\$17,699.58	SPECIAL EDUCATION
\$54.13	PUPIL SERVICES
\$456.17	DISTRICT LIBRARY
\$4,646.69	PROJECT SAFE
\$10,124.87	TECHNOLOGY SERVICES
\$1,472.91	OPERATIONS/CUSTODIAL
\$52,030.42	MAINTENANCE
\$1,510.21	TRANSPORTATION
\$45,100.67	WAREHOUSE
\$1,250.00	MAINTENANCE
\$71.26	CENTRAL KITCHEN
\$14,413.43	TECHNOLOGY SERVICES
<b>\$256,678.69</b>	<b>Grand Total</b>

**RECOMMENDATION:**

Administration recommends approval of purchase orders #0000011082 through 0000011187 issued November 1, 2020 through November 30, 2020.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact of \$256,678.69 is disclosed on the following pages.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.3.



PURCHASE ORDER LISTING  
 NOVEMBER 2020  
 REPORT BY SITE

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000011085	11/2/2020	BARNES AND NOBLE BOOKSELLERS	PEPPER DRIVE	0100	232.38	002	PEPPER DRIVE SCHOOL
0000011086	11/2/2020	STUDIES WEEKLY	6TH GRADE MATH	0100	616.76	002	PEPPER DRIVE SCHOOL
0000011096	11/4/2020	DEMCO INC	PEPPER DRIVE - SUPPLIES	0100	510.74	002	PEPPER DRIVE SCHOOL
0000011120	11/10/2020	AMAZON.COM	PEPPER DRIVE - AMAZON ORDER	0100	45.24	002	PEPPER DRIVE SCHOOL
0000011160	11/18/2020	AMAZON.COM	PEPPER DRIVE - AMAZON ORDER	0100	644.88	002	PEPPER DRIVE SCHOOL
0000011164	11/18/2020	DEMCO INC	PEPPER DRIVE - LIBRARY	0100	1199.27	002	PEPPER DRIVE SCHOOL
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	743.51	002	PEPPER DRIVE SCHOOL
					<b>3992.78</b>		<b>PEPPER DRIVE SCHOOL Total</b>
0000011099	11/4/2020	FOLLETT SCHOOL SOLUTIONS INC.	CARLTON HILLS QUOTE 10392592	0100	54.84	003	CARLTON HILLS SCHOOL
0000011151	11/17/2020	AMAZON.COM	CARLTON HILLS - AMAZON ORDER	0100	17.21	003	CARLTON HILLS SCHOOL
0000011151	11/17/2020	AMAZON.COM	CARLTON HILLS - AMAZON ORDER	0100	12.91	003	CARLTON HILLS SCHOOL
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	613.79	003	CARLTON HILLS SCHOOL
					<b>698.75</b>		<b>CARLTON HILLS SCHOOL Total</b>
0000011104	11/4/2020	CURB SMART	SYCAMORE CANYON - CURBSMART	0100	1800	004	SYCAMORE CANYON SCH
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	170.6	004	SYCAMORE CANYON SCH
					<b>1970.6</b>		<b>SYCAMORE CANYON SCH Total</b>
0000011091	11/3/2020	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	0100	385.63	005	PROSPECT AVENUE SCH
0000011095	11/4/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	21.53	005	PROSPECT AVENUE SCH
0000011095	11/4/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	64.64	005	PROSPECT AVENUE SCH
0000011095	11/4/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	48.46	005	PROSPECT AVENUE SCH
0000011097	11/4/2020	MASCOT JUNCTION, INC.	PRIDE ACADEMY - SIGNS	0100	1962	005	PROSPECT AVENUE SCH
0000011126	11/10/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	37.7	005	PROSPECT AVENUE SCH
0000011126	11/10/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	94.71	005	PROSPECT AVENUE SCH
0000011126	11/10/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	21.51	005	PROSPECT AVENUE SCH
0000011154	11/18/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	45.24	005	PROSPECT AVENUE SCH
0000011162	11/18/2020	AMAZON.COM	PRIDE ACADEMY - AMAZON ORDER	0100	16.36	005	PROSPECT AVENUE SCH
0000011173	11/19/2020	HANGSAFE HOOKS	COAT RACK HOOKS - PA	0100	583.33	005	PROSPECT AVENUE SCH
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	79.11	005	PROSPECT AVENUE SCH
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	113	005	PROSPECT AVENUE SCH
					<b>3473.22</b>		<b>PROSPECT AVENUE SCH Total</b>
0000011101	11/4/2020	SCHOOL HEALTH CORPORATION	CAJON PARK AED SUPPLIES	0100	34.48	006	CAJON PARK SCHOOL
0000011101	11/4/2020	SCHOOL HEALTH CORPORATION	CAJON PARK AED SUPPLIES	0100	289.85	006	CAJON PARK SCHOOL
0000011101	11/4/2020	SCHOOL HEALTH CORPORATION	CAJON PARK AED SUPPLIES	0100	8.89	006	CAJON PARK SCHOOL
0000011122	11/10/2020	AMAZON.COM	CAJON PARK - AMAZON ORDER	0100	42.99	006	CAJON PARK SCHOOL
0000011122	11/10/2020	AMAZON.COM	CAJON PARK - AMAZON ORDER	0100	31.23	006	CAJON PARK SCHOOL
0000011122	11/10/2020	AMAZON.COM	CAJON PARK - AMAZON ORDER	0100	63.29	006	CAJON PARK SCHOOL
0000011122	11/10/2020	AMAZON.COM	CAJON PARK - AMAZON ORDER	0100	33.94	006	CAJON PARK SCHOOL
0000011153	11/18/2020	SCHOLASTIC INC	CAJON PARK - AMAZON ORDER	0100	75.32	006	CAJON PARK SCHOOL
0000011165	11/18/2020	FIRST BOOK	CP - SCHOLASTIC ORDER	0100	170.78	006	CAJON PARK SCHOOL
0000011166	11/18/2020	SCHOLASTIC TEACHING RESOURCES	CAJON PARK - LIBRARY	0100	164	006	CAJON PARK SCHOOL
0000011175	11/19/2020	OFFICE DEPOT INC	CAJON PARK - THE TEACHER STORE	0100	611.8	006	CAJON PARK SCHOOL
			SCHOOL SITE ORDERS	0100	533.32	006	CAJON PARK SCHOOL

0000011108	11/4/2020	HOME DEPOT COMMERCIAL ACCOUNT	CHET F HARRITT - SCIENCE CLSSR	0100	2059.89	CAJON PARK SCHOOL Total
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	444.52 007	CHET F HARRITT SCH
0000011087	11/2/2020	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	0100	628.32 007	CHET F HARRITT SCH Total
0000011123	11/10/2020	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	0100	1072.84	CARLTON OAKS SCHOOL
0000011158	11/18/2020	AMAZON.COM	CARLTON OAKS - AMAZON ORDER	0100	771.25 008	CARLTON OAKS SCHOOL
0000011158	11/18/2020	AMAZON.COM	CARLTON OAKS - AMAZON ORDER	0100	385.63 008	CARLTON OAKS SCHOOL
0000011174	11/19/2020	AMAZON.COM	CARLTON OAKS AMAZON ORDER	0100	75.4 008	CARLTON OAKS SCHOOL
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	118.51 008	CARLTON OAKS SCHOOL
0000011105	11/4/2020	DEMCO INC	RIO SECO - DEMCO ORDER	0100	71.12 008	CARLTON OAKS SCHOOL
0000011105	11/4/2020	DEMCO INC	RIO SECO - DEMCO ORDER	0100	1358.28 008	CARLTON OAKS SCHOOL
0000011105	11/4/2020	DEMCO INC	RIO SECO - DEMCO ORDER	0100	2780.19	CARLTON OAKS SCHOOL Total
0000011124	11/10/2020	AMAZON.COM	RIO SECO - AMAZON ORDER TABLES	0100	25.58 009	RIO SECO SCHOOL
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	51.1 009	RIO SECO SCHOOL
0000011117	11/10/2020	MAINTEX INC	MAINTEX QUOTE 813779-00	0100	8.61 009	RIO SECO SCHOOL
0000011157	11/18/2020	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	1200	1256.41 009	RIO SECO SCHOOL
0000011171	11/18/2020	SAFE-T-LITE	SCHOOL SIGNS	0100	193.94 009	RIO SECO SCHOOL
0000011155	11/18/2020	AT&T TELECONFERENCE SERVICES	AT&T TELECONFERENCE SERVICES	0100	1535.64	RIO SECO SCHOOL Total
0000011082	11/2/2020	AMERICAN AIR FILTER COMPANY, INC.	COVID SUPPLIES - FILTERS	0100	1021.94 010	HILL CREEK SCHOOL
0000011083	11/2/2020	WAXIE SANITARY SUPPLY	COVID SUPPLIES - CLEANER	0100	1021.94	HILL CREEK SCHOOL Total
0000011102	11/4/2020	HIGHLAND PRODUCTS GROUP, LLC	ADD LUNCH TABLES - SOCIAL DIST	0100	40.93 012	STATE PRE-SCHOOL
0000011102	11/4/2020	HIGHLAND PRODUCTS GROUP, LLC	ADD LUNCH TABLES - SOCIAL DIST	0100	40.93	STATE PRE-SCHOOL Total
0000011103	11/4/2020	INTERNATIONAL E-Z UP, INC.	SCHOOL SIGNS	0100	54.12 016	SANTEE SUCCESS
0000011110	11/9/2020	WAXIE SANITARY SUPPLY	ADD CANOPIES - SOCIAL DIST	0100	54.12 016	SANTEE SUCCESS Total
0000011110	11/9/2020	WAXIE SANITARY SUPPLY	ADD TRASHCANS - SOCIAL DIST	0100	54.12 016	SANTEE SUCCESS Total
0000011127	11/10/2020	HOME DEPOT COMMERCIAL ACCOUNT	MAINTENANCE COVID SUPPLIES	0100	8.62	SUPERINTENDENT DEPT
0000011128	11/10/2020	HOME DEPOT COMMERCIAL ACCOUNT	LUMBERTOOL FOR COVID SUPPLIES	0100	8.62	SUPERINTENDENT DEPT Total
0000011129	11/12/2020	MAINTEX INC	COVID SUPPLIES - PROTECT SUITS	0100	546.16 064	BUSINESS SERVICES
0000011134	11/12/2020	MAINTEX INC	COVID SUPPLIES	0100	2941.04 064	BUSINESS SERVICES
0000011148	11/17/2020	MI TECHNOLOGIES, INC.	COVID SUPPLIES - THERMOMETERS	0100	24657.93 064	BUSINESS SERVICES
0000011183	11/30/2020	HOLLAND'S CUSTOM CABINETS, INC.	PONY WALLS AT PRIDE ACADEMY	0100	24657.93 064	BUSINESS SERVICES
0000011187	11/30/2020	AMERICAN AIR FILTER COMPANY, INC.	AIR FILTERS - COVID SUPPLIES	0100	29473.94 064	BUSINESS SERVICES
0000011125	11/10/2020	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	17747.41 064	BUSINESS SERVICES
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	1378.01 064	BUSINESS SERVICES
0000011084	11/2/2020	UNITED PARCEL SERVICE	RETURN SHIPPING	0100	444.65 064	BUSINESS SERVICES
0000011106	11/4/2020	COMMUNITY SCHOOL OF SAN DIEGO	NPS TUITION FOR OCTOBER	0100	64.42 064	BUSINESS SERVICES
0000011109	11/5/2020	KARA DODDS AND ASSOCIATES, INC.	S&L AND OCCUPATIONAL EVAL	0100	532.31 064	BUSINESS SERVICES
					2747.63 064	BUSINESS SERVICES
					1486.2 064	BUSINESS SERVICES
					3663.5 064	BUSINESS SERVICES
					2425 064	BUSINESS SERVICES
					651.93 064	BUSINESS SERVICES
					88760.13	BUSINESS SERVICES Total
					199.34 065	HUMAN RESOURCES
					199.34	HUMAN RESOURCES Total
					179.36 066	EDUCATIONAL SERVICES
					179.36	EDUCATIONAL SERVICES Total
					24.62 067	SPECIAL EDUCATION
					6879.39 067	SPECIAL EDUCATION
					10000 067	SPECIAL EDUCATION

0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	795.57	067	SPECIAL EDUCATION
0000011171	11/18/2020	SAFE-T-LITE	SCHOOL SIGNS	0100	54.13	070	SPECIAL EDUCATION Total
0000011089	11/2/2020	FOLLETT SCHOOL SOLUTIONS INC.	CARLTON HILLS - LIBRARY	0100	110.8	071	PUPIL SERVICES Total
0000011163	11/18/2020	MIDAMERICA BOOKS	LIBRARY BOOKS - PEPPER DRIVE	0100	345.37	071	DISTRICT LIBRARY
0000011093	11/3/2020	SAVE-A-LIFE EDUCATORS INC	EDUCATORS TRAINING	6300	1900	072	DISTRICT LIBRARY Total
0000011094	11/4/2020	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	6300	97.5	072	PROJECT SAFE
0000011094	11/4/2020	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	6300	292.35	072	PROJECT SAFE
0000011098	11/4/2020	AMAZON.COM	OST - AMAZON ORDER	6300	208.01	072	PROJECT SAFE
0000011100	11/4/2020	SCHOOL HEALTH CORPORATION	OST AED SUPPLIES	6300	1745.55	072	PROJECT SAFE
0000011100	11/4/2020	SCHOOL HEALTH CORPORATION	OST AED SUPPLIES	6300	94.5	072	PROJECT SAFE
0000011152	11/18/2020	DISCOUNT SCHOOL SUPPLY	OST - DISCOUNT SCHOOL SUPPLY	6300	27.15	072	PROJECT SAFE
0000011152	11/18/2020	DISCOUNT SCHOOL SUPPLY	OST - DISCOUNT SCHOOL SUPPLY	6300	74.93	072	PROJECT SAFE
0000011159	11/18/2020	SCHOOL HEALTH CORPORATION	CARLTON HILLS - AED SUPPLIES	6300	127.15	072	PROJECT SAFE
0000011159	11/18/2020	SCHOOL HEALTH CORPORATION	CARLTON HILLS - AED SUPPLIES	6300	8.25	072	PROJECT SAFE
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	6300	71.3	072	PROJECT SAFE
0000011118	11/10/2020	DATEL SYSTEMS	TECHNOLOGY EQUIPMENT	0100	4646.69		PROJECT SAFE Total
0000011118	11/10/2020	DATEL SYSTEMS	TECHNOLOGY EQUIPMENT	0100	6390.65	073	TECHNOLOGY SERVICES
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	3636.56	073	TECHNOLOGY SERVICES
0000011132	11/12/2020	MAINTEX INC	CAJON PARK EXTRACTOR REPAIR	0100	293.81	074	TECHNOLOGY SERVICES Total
0000011133	11/12/2020	MAINTEX INC	HILL CREEK - EQUIP REPAIR	0100	119.07	074	OPERATIONS/CUSTODIAL
0000011135	11/12/2020	MAINTEX INC	CUSTODIAL EQUIPMENT REPAIR	0100	204.34	074	OPERATIONS/CUSTODIAL
0000011136	11/12/2020	MAINTEX INC	CHET HARRITT EXTRACTOR REPAIRS	0100	161.43	074	OPERATIONS/CUSTODIAL
0000011137	11/12/2020	MAINTEX INC	COVID SUPPLIES	0100	292.54	074	OPERATIONS/CUSTODIAL
0000011138	11/12/2020	MAINTEX INC	CFH EXTRACTOR REPAIRS	0100	401.72	074	OPERATIONS/CUSTODIAL
0000011107	11/4/2020	BAKER ELECTRIC, INC	TROUBLESHOOT INVERTER OFFLINE	0100	548	075	OPERATIONS/CUSTODIAL Total
0000011113	11/10/2020	WESTERN FIRE PROTECTION, INC.	FIRE INSPECTION - CARLTON OAKS	0100	1495	075	MAINTENANCE
0000011114	11/10/2020	KIRK PAVING, INC	PRIDE ACADEMY -	0100	13985	075	MAINTENANCE
0000011116	11/10/2020	STANDARD ELECTRONICS	ANNUAL - FIRE ALARM TESTING	0100	21122.5	075	MAINTENANCE
0000011130	11/12/2020	WESTERN FIRE PROTECTION, INC.	FIVE YEAR FIRE INSPECTION CH	0100	1512	075	MAINTENANCE
0000011131	11/12/2020	WESTERN FIRE PROTECTION, INC.	FIVE YEAR FIRE INSPECTION - SC	0100	695	075	MAINTENANCE
0000011172	11/19/2020	SHIFFLER EQUIPMENT SALES INC	M&O CLOCK ORDER	0100	1177.98	075	MAINTENANCE
0000011176	11/20/2020	WESTERN FIRE PROTECTION, INC.	CARLTON OAKS FIRE INSPECTION	0100	5985	075	MAINTENANCE
0000011177	11/20/2020	CITY OF SANTEE	ANNUAL FIRE INSPECTION - CFH	0100	435	075	MAINTENANCE
0000011178	11/20/2020	CITY OF SANTEE	ANNUAL FIRE INSPECTION - HC	0100	435	075	MAINTENANCE
0000011180	11/20/2020	CITY OF SANTEE	ANNUAL FIRE INSPECTION - CO	0100	435	075	MAINTENANCE
0000011182	11/30/2020	CITY OF SANTEE	RIO SECO - FIRE INSPECTION	0100	435	075	MAINTENANCE
0000011184	11/30/2020	KIRK PAVING, INC	PAVING PATCH WORK - HILL CREEK	0100	750	075	MAINTENANCE
0000011185	11/30/2020	CITY OF SANTEE	FIRE INSPECTION - CAJON PARK	0100	435	075	MAINTENANCE
0000011186	11/30/2020	PROFESSIONAL CONTRACTOR SUPPLY	MAINTENANCE SUPPLIES	0100	2584.94	075	MAINTENANCE
0000011167	11/18/2020	BORDER TIRE	TRANSPORTATION SUPPLIES	0100	58.67	076	MAINTENANCE Total
					52030.42		TRANSPORTATION



0000011168	11/18/2020	EAST COUNTY TRANSMISSIONS	TRANSPORTATION SUPPLIES	0100	651.16	076	TRANSPORTATION
0000011169	11/18/2020	INTERSTATE BATTERY OF SAN DIEGO INC	TRANSPORTATION SUPPLIES	0100	389.85	076	TRANSPORTATION
0000011170	11/18/2020	PENSKE FORD	TRANSPORTATION SUPPLIES	0100	115.51	076	TRANSPORTATION
0000011170	11/18/2020	PENSKE FORD	TRANSPORTATION SUPPLIES	0100	295.02	076	TRANSPORTATION
					<b>1510.21</b>		<b>TRANSPORTATION Total</b>
0000011112	11/10/2020	WASTE MANAGEMENT OF EL CAJON -	ROLL-OFF CAJON PARK	0100	519.86	078	WAREHOUSE
0000011115	11/10/2020	ULINE	TOTES FOR WAREHOUSE	0100	172.4	078	WAREHOUSE
0000011115	11/10/2020	ULINE	TOTES FOR WAREHOUSE	0100	105.44	078	WAREHOUSE
0000011139	11/17/2020	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	141.13	078	WAREHOUSE
0000011139	11/17/2020	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	70.86	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	25.34	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	81.8	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	102.79	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	97.26	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	44.34	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	53.77	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	103.76	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	106.24	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	105.44	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	30.77	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	474.79	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	764.16	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	73.7	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	29.09	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	678.56	078	WAREHOUSE
0000011140	11/17/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	645.29	078	WAREHOUSE
0000011141	11/17/2020	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	189.39	078	WAREHOUSE
0000011141	11/17/2020	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	1680.9	078	WAREHOUSE
0000011141	11/17/2020	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	128.14	078	WAREHOUSE
0000011142	11/17/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	335.15	078	WAREHOUSE
0000011142	11/17/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	134.47	078	WAREHOUSE
0000011142	11/17/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	1168.01	078	WAREHOUSE
0000011143	11/17/2020	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100	2600.87	078	WAREHOUSE
0000011143	11/17/2020	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100	218.62	078	WAREHOUSE
0000011144	11/17/2020	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100	819.5	078	WAREHOUSE
0000011144	11/17/2020	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100	699.3	078	WAREHOUSE
0000011145	11/17/2020	AMAZON.COM	INVENTORY REPLENISHMENT	0100	54.95	078	WAREHOUSE
0000011146	11/17/2020	OFFICE SOLUTIONS	INVENTORY REPLENISHMENT	0100	32248.71	078	WAREHOUSE
0000011147	11/17/2020	KELLY PAPER	INVENTORY REPLENISHMENT	0100	395.87	078	WAREHOUSE
0000011149	11/17/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	<b>45100.67</b>		<b>WAREHOUSE Total</b>
0000011111	11/10/2020	THRASHER TERMITES & PEST CONTROL	PEST CONTROL SERVICES CFH	0100	1250	080	MAINTENANCE
					<b>1250</b>		<b>MAINTENANCE Total</b>
0000011175	11/19/2020	OFFICE DEPOT INC	SCHOOL SITE ORDERS	1300	71.26	090	CENTRAL KITCHEN
					<b>71.26</b>		<b>CENTRAL KITCHEN Total</b>
0000011088	11/2/2020	MICRO REPLAY	TECHNOLOGY REPAIR	0100	322.17	091	TECHNOLOGY SERVICES
0000011088	11/2/2020	MICRO REPLAY	TECHNOLOGY REPAIR	0100	43.1	091	TECHNOLOGY SERVICES
0000011090	11/2/2020	MICRO REPLAY	TECHNOLOGY REPAIR	0100	511.81	091	TECHNOLOGY SERVICES

0000011092	11/3/2020	GROUP VERTICAL	0100	9 091	TECHNOLOGY SERVICES
0000011092	11/3/2020	GROUP VERTICAL	0100	31.25 091	TECHNOLOGY SERVICES
0000011156	11/18/2020	CDW GOVERNMENT INC	0100	12981.18 091	TECHNOLOGY SERVICES
0000011161	11/18/2020	TROXELL COMMUNICATIONS INC	0100	385.63 091	TECHNOLOGY SERVICES
0000011181	11/20/2020	DELL MARKETING L.P.	0100	129.29 091	TECHNOLOGY SERVICES
				<b>14413.43</b>	<b>TECHNOLOGY SERVICES Total</b>
				<b>256678.69</b>	<b>Grand Total</b>

TECHNOLOGY EQUIPMENT  
TECHNOLOGY EQUIPMENT  
TECHNOLOGY EQUIPMENT  
TECHNOLOGY EQUIPMENT  
TECHNOLOGY EQUIPMENT

Consent Item E.2.4.  
Prepared by Karl Christensen  
December 15, 2020

## Approval/Ratification of Revolving Cash Report

### **BACKGROUND:**

The Revolving Cash Fund of \$20,000 is used for prompt payment to vendors and saves the costs associated with processing payments of small amounts through the County Superintendent of Schools. The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

### **RECOMMENDATION:**

It is recommended that the Board of Education approve check #22690 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

### **FISCAL IMPACT:**

The fiscal impact is \$301.60 as disclosed on the following report.

### **STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.4.

**SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT- \$20,000**

Date	Number	Name	Memo	Amount
11/18/20	26690	Mission Federal Credit Union	Merchant Capture & Maint Charge	105.04

Total Checks Written	105.04
October Bank Charge Fee	0.63

Reduction taken on reimbursemet from SDCOE for unrelated salary overpayment	\$195.93
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Total to be Reimbursed	\$301.60
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Total to Deduct from Future Reimbursement	\$0.00
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Consent Item E.2.5.  
 Prepared by Karl Christensen  
 December 15, 2020

Acceptance of Donations, Grants, and Bequests

**BACKGROUND:**

Board of Education policy #3290 specifies that gifts and donations, with a value over \$50, must be officially received by the Board of Education. The following donations, grants, and/or bequests have been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
<b>DONATIONS</b>			
Funds for Lorene Foster Children's Fund	\$2,000.00	Paul Stephen	Districtwide
Funds for the Purchase of Folding Tables	\$1,499.88	Rio Seco PTSA	Rio Seco School
<b>GRANTS</b>			
Grant to YALE Preschool, Hill Creek Room 22	\$1,000.00	Price Philanthropies Foundation	YALE Hill Creek
<b>BEQUESTS</b>			
(None)			
<b>TOTAL RECEIVED</b>	<b>\$4,499.88</b>		

**RECOMMENDATION:**

Administration recommends acceptance of the donations, grants, and/or bequests listed above for the District and authorization to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goal(s):

<b>SUPPORTED</b>	<b>STRATEGIC OBJECTIVE</b>	<b>DESCRIPTION</b>
✓	Educational Achievement	Assure the highest level of educational achievement for all students
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The donations, grants, and/or bequests listed above are valued at \$4,499.88.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.5.

**BACKGROUND:**

From time to time, the District contracts with individuals, companies, or organizations to provide various types of general services such as educational presentations/assemblies, or specialized student services. Some services are on an as-needed basis billed on an hourly or daily rate while other services are billed by the job. The Internal Revenue Service requires an analysis of the nature and type of work performed to determine whether the service provider qualifies as an independent contractor to be paid by commercial warrant. Service providers that do not qualify as an independent contractor will be processed through Human Resources under a short-term employment services agreement.

Approval of the following General Services Agreements is requested:

Vendor Name	Description of Services	Date(s) of Service	Amount	Funding
The Core Collaborative	Professional Development	12/01/2020 – 06/30/2021	\$36,600.00	Special Projects Professional Development
ArtReach San Diego	Virtual Mural Design and Paint Sessions	12/15/2020 – 06/09/2021	\$15,000.00	Collaborative
Hein Speech Language Pathology, Inc.	Speech Language Pathology Services	11/13/2020 – 07/16/2021	\$150.00/hour (not to exceed \$9,000.00)	Special Education
Dr. Sara Haas	Trauma Training for School Counselors	12/15/2020 – 06/30/2021	\$800.00 (not to exceed)	Curriculum Development

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Educational Achievement	Assure the highest level of educational achievement for all students
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact of the General Service Agreements is detailed in the table above.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.6.

**BACKGROUND:**

The Santee School District is required to provide for transportation of Special Education students when their Individualized Education Plan (IEP) includes the need for this service. In lieu of the District providing transportation, the District offers parents/guardian the opportunity to transport their own children and receive reimbursement for their incurred mileage at the IRS-approved rate.

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement during the 2020-21 and 2021-22 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Carlton Oaks School	18.8	113	\$0.575	\$1,221.53
Sycamore Canyon School	12.0	113	\$0.575	\$779.70
Sycamore Canyon School	14.0	113	\$0.575	\$909.65
			<b>Total:</b>	<b>\$2,910.88</b>

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact of \$2,910.88 is paid in lieu of District provided transportation.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.7.



Consent Item E.2.8. Approval/Ratification of Expenditure Transactions  
 Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
 December 15, 2020

**BACKGROUND:**

The District has issued Purchasing Cards (P-Cards) to certain management, supervisory, or confidential employees to expedite and streamline purchases of goods and services. P-Card transactions are tracked and monitored to ensure they are properly accounted for and supported by documentation. P-Card transactions are limited to a specified amount each month and approval of the Superintendent is required to exceed these limits.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period October 1, 2020 through October 31, 2020.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

There were 219 transactions totaling \$25,892.15 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.8.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20201008	ABEL,CATHY	CHILD NUTRITION	SMART AND FINAL 929	42.55	Dairy free cheese, gluten free foods
20201018	ABEL,CATHY	CHILD NUTRITION	SPROUTS FARMERS MARK	123.94	Gluten & dairy free foods
20201018	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM*AMZN.COM/BI	(21.53)	Credit for non-delivered dairy & gluten free items
20201019	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM*2137N6LW1 A	127.63	Gluten & dairy free items
20201023	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM*AMZN.COM/BI	(21.53)	Credit for non-delivered gluten & dairy free items
			AMZN MKTP US*21932VX2	430.50	Insulated food delivery bag XXL
				681.46	
20201001	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO ENGRA	194.31	Engraving services
20201005	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	WAL-MART #2479	24.48	Board meeting supplies
20201007	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	TST- NOTHING BUNDT CAK	24.00	Board meeting supplies
20201008	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	8.18	Miscellaneous supplies
20201013	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	FANERA BREAD #204874 O	135.36	Board meeting supplies
20201013	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MIMIS CAFE- OFF PREMIS	42.56	Superintendent lunch meeting
20201015	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	21.52	Miscellaneous office supplies
20201019	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	THE WRAPSHACK	94.17	Board meeting supplies
20201021	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #354764 ONLINE	28.99	Board meeting supplies
20201023	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANDWICH BAGS	81.65	Board meeting supplies
20201028	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	THE WRAPSHACK	61.42	Board meeting supplies
			VONS #1897	38.05	Board meeting supplies
				754.70	
20201011	AVILA,EVONN	BUSINESS SERVICES	EDUCATION WEEK	(40.00)	Subscription cancelled
				(40.00)	
20201002	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	180.64	Classroom supplies for YALE Preschool
20201004	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	45.46	YALE Halloween classroom supplies
20201004	BAKER,HOPE	OST PROGRAMS	SMART AND FINAL 929	174.73	YALE snacks
20201015	BAKER,HOPE	OST PROGRAMS	HOBBY-LOBBY #698	27.69	YALE classroom supplies : frames
20201028	BAKER,HOPE	OST PROGRAMS	TARGET 00014852	14.19	YALE classroom supplies: treat bags
			MICHAELS STORES 5045	48.19	YALE classroom supplies: food bags
			WAL-MART #1700	520.39	
20201005	BONSER,KRISTEN	PRIDE ACADEMY	OFFICE DEPOT #5125	19.40	COVID student supplies
20201007	BONSER,KRISTEN	PRIDE ACADEMY	DOLLAR TREE	32.43	COVID student supplies
20201009	BONSER,KRISTEN	PRIDE ACADEMY	MICHAELS STORES 3256	32.31	Student prize box
20201021	BONSER,KRISTEN	PRIDE ACADEMY	TEACHERSPAYTEACHERS.CO	57.60	Supplemental curriculum
20201022	BONSER,KRISTEN	PRIDE ACADEMY	OFFICE DEPOT #808	39.86	Office supplies
20201025	BONSER,KRISTEN	PRIDE ACADEMY	DISCOUNTMUGS.COM	383.95	PRIDE face masks-6TH grade camp fundraiser
20201029	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*213HT4RS2	148.62	Classroom line up spots
20201031	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*281S83350	45.21	VGA cables and adapter
				759.38	
20201028	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	79.98	Video conferencing service
				79.98	
20201002	DOBBINS,TIMOTHY	CAJON PARK	AMAZON.COM*MK0791TX1 A	73.76	COVID student supplies
20201007	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*W458461Y0	21.60	COVID supplies-thermometer repair
20201008	DOBBINS,TIMOTHY	CAJON PARK	DEMCO INC	39.07	COVID Library supplies
20201011	DOBBINS,TIMOTHY	CAJON PARK	AMAZON.COM*MK5PE1M72	269.13	COVID student supplies
20201016	DOBBINS,TIMOTHY	CAJON PARK	AMAZON.COM*MK8KJ1H82	54.26	Pencil Cases
20201018	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*MK45H5QL1	18.00	Dividers, gel pens
20201018	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*MK4KE4RT2	62.03	Office supplies for reopening
20201021	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*2175P5F60	55.30	Cleaning supplies for reopening
20201022	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*211Y0FX2	134.43	Cleaning supplies/light diffuser screens for front office
20201022	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*211R63EQ2	32.36	Mac Book charger connector
20201025	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*2179Q4P72	13.85	Desk protector
			AMZN MKTP US*214SA9HM2	142.19	Slaplers, scissors
				915.98	
20201004	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK9V28Z92	45.24	Outdoor umbrella
20201004	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK0M8UNJ2	351.16	Picnic table
20201005	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK6LV6AW2	68.37	Stop sign
20201005	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK5ZD1TK2	84.00	Therapy Pully (SDC)
20201005	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK7815PE1	19.38	Plastic apples
20201006	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK9AO3Q02	45.24	Outdoor umbrella
20201006	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK4P69T80	10.76	Carnet sil spots
20201006	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK7G05T70	8.61	Wrist key chains
20201013	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MK15N8XU2	317.26	COVID supplies- picnic table
20201021	FORSTER,CHASITY	HILL CREEK	AMAZON.COM*MK8Z2R61	25.02	Indoor security mirror
20201022	FORSTER,CHASITY	HILL CREEK	TEACHERSPAYTEACHERS.CO	3.45	Apple Award
			AMZN MKTP US*214JH4TX2	0.89	Black Vetro/indoor security mirror
				979.48	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20201001	GRIFFIN,DEBRA	TRANSPORTATION	TEX'S SHOPEZGO	284.68	Lubricant for Jacobsen lawn mowers
20201005	GRIFFIN,DEBRA	TRANSPORTATION	OFFICE DEPOT #2034	13.73	Legal hanging file folders for Transportation office
20201021	GRIFFIN,DEBRA	TRANSPORTATION	PRESSUREWASHERNET	96.51	Repair parts for bus wash pressure washer
20201026	GRIFFIN,DEBRA	TRANSPORTATION	THE HOME DEPOT #6073	9.51	End covers for metal fire humpers
20201027	GRIFFIN,DEBRA	TRANSPORTATION	LOWES #01691D	17.15	Rubber tips for fire humpers ends
20201028	GRIFFIN,DEBRA	TRANSPORTATION	THE HOME DEPOT #6073	(7.44)	Return receipt for invoice 0573 06 89992
				414.54	
20201002	HICKS, TYLENE	CHEF F. HARRITT	DICK'S CLOTHING & SPORTS	515.68	Shade for breathing breaks
20201002	HICKS, TYLENE	CHEF F. HARRITT	TARGET	77.05	Student supplies
20201004	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK5U1HFS0	101.00	Student supplies (returned & refunded on 10/25/2020)
20201005	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK5GND0	32.61	Student supplies
20201006	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK9NS0AP2	846.76	Student supplies
20201006	HICKS, TYLENE	CHEF F. HARRITT	WAL-MART #1917	177.79	Shade and other supplies
20201006	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK75P5EN2	81.31	Additional signage for crossing guards
20201007	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK3E710U0	775.77	Shade
20201008	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK1S87Q01	96.93	To connect site sub iPads to projectors
20201008	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK2D18V42	277.89	Student supplies
20201008	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK9089QF1	96.93	Student supplies
20201009	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK58N10M0	81.31	Additional signage for crossing guards
20201009	HICKS, TYLENE	CHEF F. HARRITT	AMAZON.COM*MK8SH2MC2	32.20	Student supplies
20201009	HICKS, TYLENE	CHEF F. HARRITT	VUDU.COM	17.99	Accidental personal purchase. Check submitted
20201009	HICKS, TYLENE	CHEF F. HARRITT	AMAZON.COM*MK3US4671	37.86	Student manipulatives
20201011	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK6868VZ2	284.68	Student supplies
20201011	HICKS, TYLENE	CHEF F. HARRITT	LOWES #01961	95.82	Provide hydration and gloves for students working in the garden
20201011	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK4072MH0	161.61	Plex glass sheets for direct testing
20201012	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK2H185W0	79.01	Student fidget manipulatives
20201013	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK56U6SQ0	14.97	Student fidget manipulatives
20201013	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK5A172P2	118.44	Teacher voice magnification
20201013	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK5A172P2	43.08	To provide sound amplification in a classroom
20201014	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*MK5Z769S0	62.89	Individual student incentives
20201014	HICKS, TYLENE	CHEF F. HARRITT	AMAZON.COM*2T99C8J0	21.44	COVID signage
20201018	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2T9F44P2	20.41	Student fidget manipulatives
20201019	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2TAM3101	48.90	Student fidget manipulatives
20201019	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2T4J6E2T0	6.45	Student fidget manipulatives
20201019	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2TAXQ14Y2	163.78	Provide online teaching for las
20201021	HICKS, TYLENE	CHEF F. HARRITT	AMAZON.COM*2T6JH2EN2 A	71.08	Bags to protect site sub computers
20201021	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2T1V768L1	47.44	Provide online teaching for las
20201022	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US*2T0XJ5XR2	284.28	Signage for lunch area
20201023	HICKS, TYLENE	CHEF F. HARRITT	AMZN MKTP US	(101.00)	Refund from order placed on 10/04/2020
20201023	HICKS, TYLENE	CHEF F. HARRITT	NATIVE WEST NURSERY IN	462.25	Plans for creek bed to complete foundation grant
20201031	HICKS, TYLENE	CHEF F. HARRITT	AMAZON.COM*283MS6AR1	60.89	Books to discuss COVID with students
				4,995.10	
20201005	HOHIMER, KAREN	CAJON PARK	TARGET	10.83	Bins for TK-3 support IA
20201029	HOHIMER, KAREN	CAJON PARK	AMZN MKTP US*289J5B64Z1	54.93	Social distancing markers for classroom
				65.76	
20201002	HOOKS, TED A	PEPPER DRIVE	HARBOR FREIGHT TOOLS 1	282.25	COVID-related materials for reopelting
20201007	HOOKS, TED A	PEPPER DRIVE	AMAZON.COM*MK4GRB41	60.24	Student books for novel study
20201006	HOOKS, TED A	PEPPER DRIVE	PADLET- FADLET SOFTWARE	96.00	Software license
20201012	HOOKS, TED A	PEPPER DRIVE	AMZN MKTP US*MK8D88HX0	36.82	Custodial storage for COVID-related cleaner
20201019	HOOKS, TED A	PEPPER DRIVE	AMZN MKTP US*2T7J94LD2	21.54	Doorbell for Office (COVID distancing)
20201021	HOOKS, TED A	PEPPER DRIVE	AMZN MKTP US*2T3FX4PH0	48.45	Teacher microphones for distance learning
20201021	HOOKS, TED A	PEPPER DRIVE	AMZN MKTP US*2T85L5D1	64.64	Door stops for 2-story exterior doors
20201031	HOOKS, TED A	PEPPER DRIVE	AMAZON.COM*286KN9J01 A	12.76	Picture book
				659.41	
20201022	JOHNSTON, ANDREW	CARLTON OAKS	LEARNING A-Z, LLC	169.35	Learning A-Z licenses
				169.35	
20201004	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*MK0RQ6E71	585.98	Shade structures for dismissal area (COVID-related)
20201011	LOCKE, SUMMER	SYCAMORE CANYON	AMAZON.COM*MK9K35M0	24.35	Problem solving books (DoDea)
20201019	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*MK9M452B1	30.02	Problem solving books (audio books)
20201019	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*2T89T1NE0	63.39	Chalk and cups for students
20201020	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*2T90NDW01	48.21	Plastic bags for material distribution
20201025	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*2T3GN5B52	47.62	PE equipment tub
20201026	LOCKE, SUMMER	SYCAMORE CANYON	AMZN MKTP US*2T04V3672	24.76	Paint cups and money set
				23.00	Watercolor paints
				872.21	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20201001	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	14.36	VGA cable w/ 3.5MM, 15' Slim
20201006	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	MOSYLE COR. MOSYLEMAN	192.60	MDM system
20201008	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	14.36	VGA cable w/3.5MM, 15' Slim
20201015	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*MK2A26QB1	30.16	65W USB C power supply adapter cord for ThinkPad laptop
20201016	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US	(30.16)	65W Type C laptop power supply adapter cord for Thinkpad Laptop
20201016	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	28.73	VGA cable w/3.5mm, 15' slim
20201016	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	64.23	Junction box, VGA cable, Decora wall insert, VGA + 3.5, Raceway 1.25"x8"
20201018	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2T8D78060	8.61	Calo Ethernet cable 20ft
20201019	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE	24.99	Security system
20201021	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	APPLE.COM/US	1,449.64	Apps for special education
20201022	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	75.42	Yeti microphone
20201022	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	49.99	Special education AAC app, "Snap Core First" for evaluation
20201022	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	APPLE.COM/US	46.31	4GB Memory for computer tower
20201023	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	DRI*CRUCIAL	38.97	Special education AAC Evaluation Genie app licenses
20201026	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	APPLE.COM/US	43.09	Cyber Acoustics CA speaker sound system
20201027	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM*2T5F8S8V2 A	2,126.72	
20201005	MARTIN, SUZANNE	HILL CREEK	AMAZON.COM*MK3RC7L0	21.57	Special Day Class teacher IEP filing system
20201006	MARTIN, SUZANNE	HILL CREEK	AMZN MKTP US*MK9F21NM0	20.46	Laptop stand for digital instruction for IRT
20201008	MARTIN, SUZANNE	HILL CREEK	TARGET_00014852	40.95	Bins for primary teacher support IAs to stow teacher projects
20201009	MARTIN, SUZANNE	HILL CREEK	THE HOME DEPOT #0673	(25.77)	Paint purchase for social distancing
20201009	MARTIN, SUZANNE	HILL CREEK	THE HOME DEPOT #0673	4.50	Gold spray paint for teacher recognition
20201012	MARTIN, SUZANNE	HILL CREEK	TARGET.COM	73.33	Zevo bug lights for classrooms
20201015	MARTIN, SUZANNE	HILL CREEK	LOWES #01861	12.89	Spray paint for marking paws to show social distancing
20201019	MARTIN, SUZANNE	HILL CREEK	AMZN MKTP US*MK57Z2UR2	20.46	Laptop stand for digital instruction for IAS
20201020	MARTIN, SUZANNE	HILL CREEK	TARGET_00014852	145.28	Storage bags to bag books for library book quarantining, Zevo pest light for classrooms
20201021	MARTIN, SUZANNE	HILL CREEK	AMZN MKTP US*2T85D13G2	305.18	Shade sails for student break times, Velvety no-slip carpets for classrooms
20201021	MARTIN, SUZANNE	HILL CREEK	HOMEDEPOT.COM	246.45	Shade sails for student break periods
20201005	MCGINTY, MIRIAM	SPECIAL EDUCATION	ADOBE EXPORTPDF SUB	865.30	
20201008	MCGINTY, MIRIAM	SPECIAL EDUCATION	CURRICULUM ASSOC	23.88	Auto renewal for PDF converter program charged in error - credit forthcoming
20201009	MCGINTY, MIRIAM	SPECIAL EDUCATION	WFS	433.25	Psych protocols
20201009	MCGINTY, MIRIAM	SPECIAL EDUCATION	ADOBE EXPORTPDF SUB	148.16	Speech protocols
20201009	MCGINTY, MIRIAM	SPECIAL EDUCATION	WFS	(23.88)	Reimbursement of auto renewal fee
20201015	MCGINTY, MIRIAM	SPECIAL EDUCATION	AWL*PEARSON EDUCATION	32.33	Speech protocols
20201015	MCGINTY, MIRIAM	SPECIAL EDUCATION	BLT*FUN AND FUNCTION L	172.40	Psych protocols
20201018	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2T0GA70A2	149.73	OT sensory items
20201019	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN.COM*2T3PUB300 A	22.58	Sensory items for OT
20201021	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2T0M4EF2	21.12	Folders for SDC teacher
20201021	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2T0M4EF2	27.99	Keyboard for SDC student
20201009	MINUTELLI, DAWN	EDUCATIONAL SERVICES	ZOOM.US	1,007.56	
20201016	MINUTELLI, DAWN	EDUCATIONAL SERVICES	LAKESHORE LEARNING MAT	299.80	Zoom subscription for Dawn Minutelli
20201020	MINUTELLI, DAWN	EDUCATIONAL SERVICES	AMZN MKTP US*2T901YXP1	122.14	State Pre-School supplies
20201021	MINUTELLI, DAWN	EDUCATIONAL SERVICES	LEARNING WITHOUT TEARS	94.36	State Pre-School supplies
20201021	MINUTELLI, DAWN	EDUCATIONAL SERVICES	LEARNING WITHOUT TEARS	220.47	State Pre-School supplies
20201008	MONTLER, BONNER M	EDUCATIONAL SERVICES	CPM EDUCATIONAL PROGRA	736.76	
20201008	MONTLER, BONNER M	EDUCATIONAL SERVICES	CPM EDUCATIONAL PROGRA	225.00	CPM Math TE License integrated I
20201002	NELSON, REBECCA	CHET F. HARRITT	WAL-MART #5140	225.00	
20201002	NELSON, REBECCA	CHET F. HARRITT	AMAZON.COM*MK4DNBL02 A	328.19	Classroom supplies
20201004	NELSON, REBECCA	CHET F. HARRITT	AMZN MKTP US*MK34C9P0	49.92	Containers to hold Waxe disinfectant solution
20201004	NELSON, REBECCA	CHET F. HARRITT	AMZN MKTP US*MK22C4E31	81.09	Megaphone for dismissal and arrival
20201009	OCHOA, JESSICA	OST PROGRAMS	OTC BRANDS INC	271.69	Patio umbrella to provide shade for breathing breaks
20201012	OCHOA, JESSICA	OST PROGRAMS	FACEBK *B6FPFWWD2	83.32	Classroom supplies for Hill Creek Project Safe
20201015	OCHOA, JESSICA	OST PROGRAMS	SQ_HEART PLUS SERVICE	20.00	Facebook research
20201020	OLANDER, MICHAEL	PUPIL SERVICES	PAYPAL *VENTRISLEAR	75.00	Director's CPR training
20201023	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2TDF03R90	178.32	
20201025	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2T3743P1	200.99	Speech protocols
20201026	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2T4Z91P1	33.36	Changing table paper for PK @ SC
20201029	PARKER, HEIDI MARIA	PEPPER DRIVE	BLT*FUN AND FUNCTION L	58.12	Sensory items for OT
20201007	PEZONE, MELYNDA	CARLTON OAKS	AMZN MKTP US*2T0M4242	38.76	Headphones for SLP
20201008	PEZONE, MELYNDA	CARLTON OAKS	AMZN MKTP US*MK4F5S9E10	331.23	
20201027	PEZONE, MELYNDA	CARLTON OAKS	AMZN MKTP US*MK4F5S9E10	39.34	Sensory seat cushion for student
20201006	PEZONE, MELYNDA	CARLTON OAKS	EDULASTIC SUBSCRIPTION	42.86	Social distancing dots for carpets
20201027	PEZONE, MELYNDA	CARLTON OAKS	AMAZON.COM*2T00M4242	100.00	Educational Science supplemental subscription
20201027	PEZONE, MELYNDA	CARLTON OAKS	AMAZON.COM*2T00M4242	13.95	Alternative Discipline Guide
20201027	PEZONE, MELYNDA	CARLTON OAKS	AMAZON.COM*2T00M4242	156.81	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20201013	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	NORTHERN SPEECH SERVICE	606.25	Speech protocols
20201014	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*MK165KY2	7.15	Books - DODEA
20201015	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*MK7NB122	102.35	SSP materials
20201016	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMAZON.COM*MK4FJBY20	17.21	SSP supplies
20201016	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*MK1R94RS2	31.19	SSP supplies
20201018	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*2T0E24ANN1	17.91	SSP materials
20201019	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*2T18JUT2JB0	193.27	SSP materials
20201019	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US	(17.31)	Refund of SSP materials
20201020	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMAZON.COM*2T1R6K43JHD A	1,424.16	Books - DODEA
20201021	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*2T4CDBE52	150.85	SSP materials
				2,532.43	
20201013	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	PADLET - PADLET SOFTWARE	96.00	Annual subscription for tools software for ERC curriculum team
20201029	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMZN MKTP US*2T49LQB2	125.44	Organizer baskets for district library
20201030	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM*288Y6J01 A	17.23	USB mouse
				238.67	
20201001	RIFFEL,MEREDITH	PUPIL SERVICES	BULK BOOKSTORE	365.49	Books for S. Keehan - CP
20201004	RIFFEL,MEREDITH	PUPIL SERVICES	ACADEMIC THERAPY WEB	201.49	Psych protocols
20201006	RIFFEL,MEREDITH	PUPIL SERVICES	AMAZON.COM*MK1HX0012	79.14	Books for Dawn Dully
20201008	RIFFEL,MEREDITH	PUPIL SERVICES	OFFICE DEPOT #608	52.42	Supplies for HC
20201015	RIFFEL,MEREDITH	PUPIL SERVICES	TARGET_000Y4852	15.07	Baby wipes for SDC classes at CH
20201023	RIFFEL,MEREDITH	PUPIL SERVICES	AMZN MKTP US*2T7XW2H00	47.41	OT sensory items for SDC-CH/MS
				761.02	
20201014	ROGERS,CHRISTOPHER	RIO SECO	HOMEDEPOT.COM	387.72	Carts for Jr. High Teachers to move between classrooms during hybrid
20201029	ROGERS,CHRISTOPHER	RIO SECO	AMZN MKTP US*280UJ06F00	198.15	Social distancing Vinyl stickers for lunch tables
				585.88	
20201005	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*MK1B85GP1	27.85	October Staff Appreciation
20201007	SAUNDERS,LEAH	CARLTON HILLS	SMART AND FINAL 581	125.94	October Staff Appreciation
20201009	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*MK6264651	13.98	Student ROAR/Behavior Incentives
20201009	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*MK6CD7MN2	19.55	Student ROAR/Behavior Incentives
20201022	SAUNDERS,LEAH	CARLTON HILLS	ASCD	49.00	Professional Development-Building Trauma Sensitive Schools
20201025	SAUNDERS,LEAH	CARLTON HILLS	AMAZON.COM*2T95V7B52	13.95	Behavioral support literature resource
20201026	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*2T2X20WG1	90.94	PBIS student incentives Jr. High ROAR spirit activity
20201027	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*2T19J08J00	58.14	Custodial supplies COVID
20201028	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*2T1DM0912	60.28	Custodial supplies COVID
20201028	SAUNDERS,LEAH	CARLTON HILLS	SMART AND FINAL 581	32.31	Paper bags for DL teachers
20201030	SAUNDERS,LEAH	CARLTON HILLS	AMZN MKTP US*2TBE23YR2	54.93	Magnets for restroom passes
20201031	SAUNDERS,LEAH	CARLTON HILLS	AMAZON.COM*287G60JEO	27.90	Professional Development literature PBIS
				635.05	
20201030	SHEEN,KRISTINA D	OST PROGRAMS	DOLLAR TREE	25.40	Appreciation bags
				25.40	
20201002	SIMPSON,DEBRA	RIO SECO	CALM STRIPS	84.89	Calm strips to support student attention and well-being in SDC classes
20201004	SIMPSON,DEBRA	RIO SECO	AMZN MKTP US*MK1UG5ZW2	51.42	Safety vests for student supervision
20201012	SIMPSON,DEBRA	RIO SECO	AMAZON.COM*MK3Y55G00	89.42	Junior High rotation cart
20201027	SIMPSON,DEBRA	RIO SECO	AMZN MKTP US*2T0VY2JUR0	31.24	Wireless doorbell for office front door so they can hear it in the back
20201029	SIMPSON,DEBRA	RIO SECO	AMZN MKTP US*287WH6C00	243.30	Desk for Health Office
				500.37	
20201020	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMZN MKTP US*2T0R6AE0	37.70	Office supplies
				37.70	
20201018	STARKEY,MARK	INFORMATION TECHNOLOGY	APPLE COMIUS	1,099.95	TouchChat and GoTalk Now licenses for special education
20201022	STARKEY,MARK	INFORMATION TECHNOLOGY	APPLE.COMIUS	1,250.00	TouchChat and GoTalk Now licenses for special education
				2,349.95	
				25,892.15	

**BACKGROUND:**

Government Code sections 66001 and 66006 require school districts to make certain findings and a report available to the public each year related to the collection and use of Level 1 and Level 2 Developer Fees. Specifically, Government Code section 66006 requires that, within 180 days after the last day of each fiscal year, a report regarding each separate account or fund in which these fees are deposited be made available to the public and be reviewed at a regularly scheduled Board meeting. The report is to contain the following information:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund
- The amount of the fees collected and the interest earned
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001

This code also stipulates that the report be reviewed at a regularly scheduled Board meeting not less than 15 days after the report is made available to the public. Notice of the meeting is to be mailed to any parties expressing an interest, in writing, for receiving a mailed notice. The District has no requests on file for mailed notices.

Notice of the availability of the report was posted in three (3) prominent places within the District 15 days prior to this meeting.

**RECOMMENDATION:**

It is recommended that the Board of Education accept the Annual and Five-Year Developer Fee Report pertaining to transactions for the 2019-20 fiscal year and facility plans for the subsequent 5 years.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact reported is \$923,493.07 in Developer Fees collected in 2019-20 and an ending balance in the Fund of \$3,877,318.96.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.9.

**THE SANTEE SCHOOL DISTRICT  
ANNUAL AND FIVE –YEAR FEE REPORT FOR THE 2019-20  
FISCAL YEAR**

It is a requirement of Government Code Sections 66006 and 66001 that school districts provide certain financial information to the public each year. The report must be made available for public review 180 days after the close of the previous fiscal year. Developer fees are intended to be used for the construction and reconstruction (modernization) of school facilities to accommodate students from new development. Developer fees are not intended for general revenue purposes.

**I. THE DISTRICT PROVIDES THE FOLLOWING INFORMATION IN COMPLIANCE WITH GOVERNMENT CODE SECTION 66006 FOR THE 2019-20 FISCAL YEAR**

**A. THE FEES REPORTED ARE LEVEL I FEES ONLY FOR COMMERCIAL. RESIDENTIAL FEES WERE COLLECTED AT LEVEL I THROUGH 3-17-2020 AND BECAME LEVEL II AS OF 03-18-2020.**

**B. AMOUNT OF DEVELOPER FEES**

The fee amounts reported were authorized by the District’s Board of Education. The fees partially mitigate the impact caused by new residential and commercial construction and do not adequately fund the District’s school facility needs.

Amount of Fees Collected	Amount of Interest Earned
\$927,493.07	\$64,087.16

**C. BEGINNING AND ENDING BALANCE OF ACCOUNT**

	Fees
<b>Beginning Balance (7/1/19)</b>	<b>\$2,866,982.77</b>
<b>Ending Balance (6/30/20)</b>	<b>\$3,877,318.96</b>



**D. FEES WERE EXPENDED FOR THE FOLLOWING PROJECTS IN FISCAL YEAR 2019-20**

**SANTEE SCHOOL DISTRICT  
ITEMIZED FEE EXPENDITURES  
2019-20**

<b>Project Description</b>	<b>Percentage Funded with Fees</b>	<b>Amount</b>
Director II, Facilities Planning and Construction (Salary and Benefits)	60.00%	95,326.30
Enrollment Projection Services	100.00%	8,796.00
Other Facility Related Services	100.00%	16,749.80
<b>Total Expenses</b>		<b>120,872.10</b>

**E. DURING THE 2020-21 FISCAL YEAR THE DISTRICT WILL COMMENCE CONSTRUCTION ON THE FOLLOWING PROJECTS IF SUFFICIENT FUNDS ARE COLLECTED**

<b>Project</b>	<b>Estimated/Actual Commencement Date</b>
<b>New Classroom / Learning Resource Center addition at Chet F. Harritt</b>	<b>June 2021</b>
<b>Replacement of portables used by Project SAFE Before/After School Program with new Modular Classrooms</b>	<b>June 2021</b>
<b>New Learning Resource Center at PRIDE Academy</b>	<b>April 2021</b>
<b>New Learning Resource Center at Sycamore Canyon</b>	<b>April 2021</b>
<b>New Modular Classrooms for Project SAFE Before/After School Program</b>	<b>April 2021</b>

The District has determined that funds are not sufficient to fund the following projects but anticipate the commencement on the following projects at a future date.

Project

**F. THE DISTRICT HAS TRANSFERRED OR MADE LOANS FROM THE ACCOUNT AS NOTED**

(If not applicable, do state N/A)

Description of Interfund Transfer or Loan	Funds to Which Reportable Fees Are Loaned	Amount	Date Loan Repaid	Rate of Interest
N/A	N/A	N/A	N/A	N/A

**II. PROJECTS PROPOSED IN THE NEXT FIVE YEARS FOR WHICH FEES WILL BE EXPENDED**

A. The fees are collected on new residential and commercial development within the District to fund school facilities required to serve students generated by new development. The fees will be used to fund construction and reconstruction (modernization) of school facilities and provide interim housing as necessary.

**B. RELATIONSHIP BETWEEN FEES COLLECTED AND PURPOSE FOR WHICH THEY ARE COLLECTED**

There is a reasonable relationship between fees charged and the need for construction and reconstruction (modernization) of school facilities. The School District does not have adequate facilities to accommodate students from new development. The fees collected do not exceed the cost of providing adequate school facilities.

**C. SOURCES OF FUNDING**

<b>Source of Funding</b>	<b>Amount of Funding Anticipated to be Received to Complete Financing of School Facilities</b>
1. State Funding Program Funds	\$0
2. State Hardship Funds	\$0
3. Community Facilities Districts	\$0
4. General Obligation Bond Proceeds	\$15,180,000
5. Redevelopment Pass-Through Agreements	\$0
6. Statutory School Facility Fees Level I	\$3,469,531
7. Alternative School Facility Fees Level II	\$0
8. Mitigation Payments	\$0
9. Certificates of Participation	\$0
10. SB-201 Fees	\$0
11. Land Sale Proceeds	\$9,834,528
12. Interest Earnings	\$335,391
<b>13. Total Funding (Anticipated)</b>	<b>\$28,819,450</b>

**Santee School District  
TO BE COMPLETED IN THE NEXT FIVE YEARS**

PROJECT NAME: New Classroom / Learning Resource Center Addition at Chet F. Harritt  
 Total Cost of Project: \$14,646,916

<b>Source of Funds</b>	<b>Estimated Cost of Project</b>	<b>Anticipated Date to Commence Project</b>
1. GO Bond Proceeds	\$11,177,385	<b>May 2020</b>
2. Developer Fees	\$3,469,531	
3.	\$	
4.	\$	

PROJECT NAME: New Learning Resource Center at PRIDE Academy  
 Total Cost of Project: \$5,610,401

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. GO Bond Proceeds	\$4,002,615	June 2020
2. Land Sale Proceeds	\$1,607,786	
3.	\$	
4.	\$	

PROJECT NAME: New Learning Resource Center at Sycamore Canyon  
 Total Cost of Project: \$6,441,301

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. Land Sale Proceeds	\$6,441,301	June 2020
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: New Project SAFE Modular Classrooms at Chet F Harritt  
 Total Cost of Project: \$610,205

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. Land Sale Proceeds	\$610,205	June 2020
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: New Project SAFE Modular Classrooms at Sycamore Canyon  
 Total Cost of Project: \$1,380,003

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1.Land Sale Proceeds	\$1,380,003	<b>June 2020</b>
2.	\$	
3.	\$	
4.	\$	

(Use additional sheets as necessary.)

**D. SUMMARY OF ANTICIPATED REVENUE AND PROJECT COSTS**

Total Funds Needed (Add total of projects to be completed in next five years)	\$28,688,826
Total Anticipated Funds (Line 13 of Funding Sources)	\$28,819,450
<b>Surplus</b>	<b>\$130,624</b>

Consent Item E.2.10.  
 Prepared by Karl Christensen  
 December 15, 2020

Acceptance of GASB 75 July 2020 Actuarial Valuation  
 Update

**BACKGROUND:**

Governmental Accounting Standards Board (GASB) Statement No. 75 requires public agencies to measure and disclose the cost of other post-employment retirement benefits (OPEB) through actuarial valuation study. The study must be updated every two years, with a simpler “roll-forward” revision to be done in the intervening years. The District’s first valuation was conducted and reported in July 2007.

The changes in the roll-forward actuarial valuation for July 2020, compared to the July 2019 valuation, are as follows:

Description	(1) Present Value of Employer Contributions			2) Net OPEB Liability					3) OPEB Expense			Participants		
	Active	Retired	Total	Active	Retired	Total Liability	Irrevocable Trust Assets	Net Liability	Service Cost Year End	Amortztn/ Interest Cost of UAL	Total	Act	Ret	Ttl
July 2019 Study	16,785,373	1,573,082	18,358,455	9,433,724	1,573,082	11,006,806	0	11,006,806	315,916	232,801	548,717	631	41	672
Adjustments	1,366,304	21,129	1,387,433	769,904	21,129	791,033	0	791,033	124,237	124,291	248,528	0	0	0
July 2020 Study	18,151,677	1,594,211	19,745,888	10,203,628	1,594,211	11,797,839	0	11,797,839	440,153	357,092	797,245	631	41	672

(1) Present value of all benefits to be paid for current and future retirees  
 (2) Liability for past service: Present value of all benefits earned to date  
 (3) Present value of benefits accruing in current year plus 30 year amortization of unfunded accrued liability

**RECOMMENDATION:**

It is recommended that the Board of Education accept the updated GASB 75 Actuarial Valuation of Other Post Employment Retirement Benefits for use in Financial Statements.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

Unfunded Accrued Liability of \$11,797,839 and OPEB expense of \$797,245.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.10.



# Santee School District

**Nyhart Actuary & Employee Benefits**  
530 B Street, Ste. 900, San Diego, CA 92101  
(619) 239-0831 – [www.nyhart.com](http://www.nyhart.com)

**GASB No. 75 ACTUARIAL VALUATION**  
Fiscal Year Ending June 30, 2021  
(Measured at June 30, 2020)

<b>Certification</b>	<b>1</b>
<b>Valuation Results Summary</b>	<b>3</b>
<b>GASB 75 Summary</b>	<b>4</b>
<b>Statement of Changes in Fiduciary Net Position</b>	<b>5</b>
<b>Schedule of Changes in Net OPEB Liability and Related Ratios</b>	<b>6</b>
<b>OPEB Expense</b>	<b>7</b>
<b>Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB</b>	<b>8</b>
<b>Net OPEB Liability Sensitivity</b>	<b>9</b>
<b>Schedule of Contributions</b>	<b>10</b>
<b>Valuation Data</b>	<b>11</b>
<b>Benefit Plan Provisions</b>	<b>15</b>
<b>Actuarial Assumptions and Methods</b>	<b>17</b>
<b>Glossary</b>	<b>20</b>



11/12/2020

**Mr. Karl Christensen**  
**Santee School District**  
**9625 Cuyamaca St**  
**Santee, CA 92071**

This report summarizes the GASB actuarial valuation for the Santee School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2021 (measured at June 30, 2020). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period and roll-forward techniques); and changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.



Suraj Datta, ASA, MAAA, MBA  
Consulting Actuary



John Mallows, FSA, MAAA  
Valuation Actuary

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Valuation Results Summary**

As of Valuation Date: June 30, 2019

	Certificated	Classified	Management	Total
<b>Present Value of Employer Contributions</b>				
Actives	\$ 11,020,274	\$ 5,832,222	\$ 1,299,181	\$ 18,151,677
Retirees	678,603	670,590	245,018	1,594,211
<b>Total</b>	<b>\$ 11,698,877</b>	<b>\$ 6,502,812</b>	<b>\$ 1,544,199</b>	<b>\$ 19,745,888</b>
<i>Portion due to Explicit</i>	<i>\$ 5,438,649</i>	<i>\$ 2,890,325</i>	<i>\$ 653,163</i>	<i>\$ 8,982,137</i>
<b>Total (Accrued) OPEB Liability</b>				
Actives	\$ 6,270,266	\$ 2,846,903	\$ 665,881	\$ 9,783,050
Retirees	678,603	670,590	245,018	1,594,211
<b>Total</b>	<b>\$ 6,948,869</b>	<b>\$ 3,517,493</b>	<b>\$ 910,899</b>	<b>\$ 11,377,261</b>
<i>Portion due to Explicit</i>	<i>\$ 3,452,771</i>	<i>\$ 1,722,988</i>	<i>\$ 399,766</i>	<i>\$ 5,575,525</i>
<b>Projected FYB Employer Contributions</b>		<b>Explicit</b>	<b>Implicit</b>	<b>Total</b>
2020		\$ 385,521	\$ 276,467	\$ 661,988
2021		390,789	296,345	687,134
2022		418,605	320,204	738,809
2023		437,485	346,441	783,926
2024		469,962	399,414	869,376
2025		471,123	413,360	884,483
2026		471,624	418,781	890,405
2027		479,201	450,416	929,617
2028		484,537	466,617	951,154
2029		482,226	471,190	953,416
<b>Actuarial Assumptions as of Valuation Date</b>				
Inflation				2.75%
Salary increases				3.00%
Discount rate				2.66%
<b>Plan Membership</b>				
Inactive plan members or beneficiaries currently receiving benefits				41
Inactive plan members entitled to but not yet receiving benefits				0
Active plan members				631
				672

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**GASB 75 Summary**

**Net OPEB Liability**

The components of the Net OPEB Liability at June 30,

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability	\$ 11,797,839	\$ 11,006,806	\$ 12,177,925
Plan fiduciary net position	<u>0</u>	<u>0</u>	<u>0</u>
Net OPEB Liability	<u>\$ 11,797,839</u>	<u>\$ 11,006,806</u>	<u>\$ 12,177,925</u>

Plan fiduciary net position as a % of the Total OPEB Liability

	0.00%	0.00%	0.00%
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OPEB Expense for the Fiscal Year Ended June 30,

	\$ 797,245	\$ 975,511	\$ 1,138,376
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**Actuarial Assumptions**

The Total OPEB Liability was determined using the following actuarial assumptions.

Inflation	2.75%	2.75%	2.75%
Salary increases	3.00%	3.00%	3.00%
Discount rate	2.66%	3.15%	3.50%

**Plan Membership**

The Total OPEB Liability was determined based on the plan membership as of June 30,

Inactive plan members or beneficiaries currently receiving benefits  
 Inactive plan members entitled to but not yet receiving benefits  
 Active plan members

	<u>2019</u>	<u>2019</u>	<u>2017</u>
	41	41	70
	0	0	0
	<u>631</u>	<u>631</u>	<u>605</u>
	<u>672</u>	<u>672</u>	<u>675</u>

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Statement of Changes in Fiduciary Net Position**

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
<b>Additions</b>			
Contributions:			
Employer	\$ 548,717	\$ 745,494	\$ 692,449
Member	0	0	0
Nonemployer Contributing Entity	0	0	0
Total contributions	<u>\$ 548,717</u>	<u>\$ 745,494</u>	<u>\$ 692,449</u>
Investment income:			
Net increase in fair value of investments	\$ 0	\$ 0	\$ 0
Interest and dividends	0	0	0
Less investment expense, other than from securities lending	0	0	0
Net income other than from securities lending	\$ 0	\$ 0	\$ 0
Securities lending income	0	0	0
Less securities lending expense	0	0	0
Net income from securities lending	\$ 0	\$ 0	\$ 0
Net investment income	\$ 0	\$ 0	\$ 0
Other	0	0	0
Total additions	<u>\$ 548,717</u>	<u>\$ 745,494</u>	<u>\$ 692,449</u>
<b>Deductions</b>			
Benefit payments	\$ 548,717	\$ 745,494	\$ 692,449
Administrative expense	0	0	0
Other expense	0	0	0
Total deductions	<u>\$ 548,717</u>	<u>\$ 745,494</u>	<u>\$ 692,449</u>
<b>Net increase in net position</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Net position restricted for OPEB</b>			
Beginning of year	\$ 0	\$ 0	\$ 0
End of year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Note: The employer contributions include retiree benefit payments inclusive of subsidy.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios**

	2020	2019	2018
<b>Total OPEB Liability</b>			
Service cost	\$ 603,821	\$ 747,201	\$ 733,560
Interest	357,092	439,333	414,319
Changes of benefit terms	0	0	0
Differences between expected and actual experience	0	(1,527,535)	0
Changes of assumptions	378,836	(84,624)	(76,021)
Benefit payments, including refunds of member contributions	(548,717)	(745,494)	(692,449)
<b>Net change in Total OPEB Liability</b>	<u>791,032</u>	<u>(1,171,119)</u>	<u>379,409</u>
<b>Total OPEB Liability - beginning</b>	<u>11,006,806</u>	<u>12,177,925</u>	<u>11,798,516</u>
<b>Total OPEB Liability - ending (a)</b>	<u>\$ 11,797,839</u>	<u>\$ 11,006,806</u>	<u>\$ 12,177,925</u>
<b>Plan fiduciary net position</b>			
Contributions - employer	\$ 548,717	\$ 745,494	\$ 692,449
Contributions - member	0	0	0
Contributions - nonemployer contributing member	0	0	0
Net investment income	0	0	0
Benefit payments, including refunds of member contributions	(548,717)	(745,494)	(692,449)
Administrative expenses	0	0	0
Other expense	0	0	0
<b>Net change in plan fiduciary net position</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Plan fiduciary net position - beginning</b>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Net OPEB Liability - ending (a) - (b)</b>	<u>\$ 11,797,839</u>	<u>\$ 11,006,806</u>	<u>\$ 12,177,925</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	0.0%	0.0%	0.0%
<b>Covered - employee payroll</b>	\$ 43,460,850	\$ 42,195,000	\$ 38,830,000
<b>Net OPEB Liability as percentage of covered-employee payroll</b>	27.1%	26.1%	31.4%

\*Current year salary is assumed to be 3% higher than salary as of 6/30/2019.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**OPEB Expense**

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Service cost	\$ 603,821	\$ 747,201	\$ 733,560
Interest on Total OPEB Liability	357,092	439,333	414,319
Projected earnings on OPEB plan investments	0	0	0
Reduction for contributions from active employees	0	0	0
OPEB plan administrative expense	0	0	0
Changes of benefit terms	0	0	0
Other changes	0	0	0
Current period recognition of deferred outflows/(inflows) of resources			
Differences between Expected & Actual Experience in measurement of the Total OPEB Liability	(190,942)	(190,942)	0
Changes of assumptions	27,274	(20,081)	(9,503)
Differences between Projected & Actual Earnings on OPEB Plan Investments	0	0	0
<b>Annual OPEB Expense</b>	<u>\$ 797,245</u>	<u>\$ 975,511</u>	<u>\$ 1,138,376</u>

GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
 Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Differences between expected and actuarial experience in measurement of the Total OPEB Liability for the period ending:	Initial			Annual Recognition	06/30/2020 Balance
	Initial Balance	Amortization Period	Initial Period		
June 30, 2020	\$ 0	8	\$ 0	0	\$ 0
June 30, 2019	(1,527,535)	8	(190,942)	(190,942)	(1,145,651)
<b>Total</b>	<b>\$ (1,527,535)</b>		<b>\$ (190,942)</b>		<b>\$ (1,145,651)</b>

Changes of assumptions for the period ending:	Initial			Annual Recognition	06/30/2020 Balance
	Initial Balance	Amortization Period	Initial Period		
June 30, 2020	\$ 378,836	8	\$ 47,355	47,355	\$ 331,481
June 30, 2019	(84,624)	8	(10,578)	(10,578)	(63,468)
June 30, 2018	(76,021)	8	(9,503)	(9,503)	(57,015)
<b>Total</b>	<b>\$ (82,815)</b>		<b>\$ 27,274</b>		<b>\$ 210,998</b>

Differences between projected and actual earnings on OPEB plan investments for the period ending:	Initial			Annual Recognition	06/30/2020 Balance
	Initial Balance	Amortization Period	Initial Period		
June 30, 2020	\$ 0	5	\$ 0	0	\$ 0
June 30, 2019	0	5	0	0	0
<b>Total</b>	<b>\$ 0</b>		<b>\$ 0</b>		<b>\$ 0</b>

The balances as of June 30, 2020 of the deferred outflows/(inflows) of resources will be recognized in OPEB expense for the period ending June 30,

2021	\$ (163,668)
2022	\$ (163,668)
2023	\$ (163,668)
2024	\$ (163,668)
2025	\$ (163,668)
Thereafter	\$ (116,313)



**Discount rate**

The discount rate used to measure the Total OPEB Liability is 2.66%.

**Sensitivity of the Net OPEB Liability to changes in the discount rate**

The following presents the Net OPEB Liability, calculated using the discount rate of 2.66%, as well as what the Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.66%) or 1-percentage-point higher (3.66%) than the current rate:

	<b>1% Decrease (1.66%)</b>	<b>Current Discount Rate (2.66%)</b>	<b>1% Increase (3.66%)</b>
Net OPEB Liability	\$ 12,161,305	\$ 11,797,839	\$ 10,631,641

**Sensitivity of the Net OPEB Liability to changes in healthcare cost trend rates**

	<b>1% Decrease</b>	<b>Current Healthcare Cost Trend Rates</b>	<b>1% Increase</b>
Net OPEB Liability	\$ 10,275,503	\$ 11,797,839	\$ 12,657,285
	(5.00% decreasing to 4.00%)	(6.00% decreasing to 5.00%)	(7.00% decreasing to 6.00%)

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Schedule of Contributions**

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This schedule is not required for unfunded OPEB plans.

**Retiree Health Benefits**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Valuation Data**

The valuation was based on the census furnished to us by the District. The following tables display the age distribution for retirees and the age/service distribution for active employees as of the Valuation Date.

Age Distribution of Eligible Retired Participants & Beneficiaries\*

	Certificated	Classified	Management	All Retirees
<55	0	0	0	0
55-59	1	2	0	3
60-64	18	14	6	38
65+	0	0	0	0
Total:	19	16	6	41
Average Age:	62.6	61.8	62.5	62.3
Average Retirement Age:	60.0	58.6	59.0	59.3

\*Excludes 28 retirees who are not electing medical coverage and 3 beneficiaries electing COBRA coverage.

Age/Service Distribution of All Active Benefit Eligible Employees

Age	Service										Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+		
20-24	6	1									7
25-29	39	2									41
30-34	40	16	9								65
35-39	29	11	19	9	1						69
40-44	28	14	13	16	6	1					78
45-49	19	11	18	11	27	5	2				93
50-54	11	6	17	18	19	13	5				89
55-59	13	4	13	19	23	14	18	1			105
60-64	8	4	6	8	19	7	7	6			65
65-69	2	1	1	3	4	2	1	0	2		16
70+	1	1	0	0	0	0	0	1	0	3	3
Total:	196	71	96	84	99	42	33	8	2	2	631
Average Age:											47.3
Average Service:											13.4
Average Hire Age:											33.9
Annual Payroll:											\$42,195,000

**Retiree Health Benefits  
CASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
Valuation Data**

Age/Service Distribution of All Eligible Certificated Employees

Age	Service										Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+		
20-24	2										2
25-29	29										29
30-34	24	4									40
35-39	21	7	16	6	1						51
40-44	10	9	10	15	4	1					49
45-49	5	3	9	4	23	3	2				49
50-54	4	2	6	5	16	11	4				48
55-59	2	0	0	4	12	11	14				43
60-64	1	0	0	4	7	2	2	6			22
65-69	0	0	0	2	2	1	0	0	2		7
70+	0	0	0	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>98</b>	<b>33</b>	<b>45</b>	<b>40</b>	<b>65</b>	<b>29</b>	<b>22</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>340</b>
Average Age:											45.0
Average Service:											14.7
Average Hire Age:											30.3
Annual Payroll:											\$27,117,000

**Retiree Health Benefits  
CASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
Valuation Data**

Age/Service Distribution of All Eligible Classified Employees

Age	Service										Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+		
20-24	4	1									5
25-29	9	2									11
30-34	12	4	5								21
35-39	7	4	2	2							15
40-44	16	3	1		1						21
45-49	12	7	8	6	1	1					35
50-54	6	4	9	12	3	2	1				37
55-59	9	3	9	13	9	3	4	1			51
60-64	6	4	5	4	10	4	5	0			38
65-69	2	0	1	1	2	0	1	0	0	0	7
70+	1	1	0	0	0	0	0	0	0	0	2
Total:	84	33	40	38	26	10	11	1	0	0	243
Average Age:											49.9
Average Service:											11.6
Average Hire Age:											38.3
Annual Payroll:											\$9,934,000

**Retiree Health Benefits  
GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
Valuation Data**

Age/Service Distribution of All Eligible Management/Confidential Employees

Age	Service										Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44		
20-24	0										0
25-29	1										1
30-34	4										4
35-39	1	0	1	1	1						3
40-44	2	2	2	1	3	1					8
45-49	2	1	1	1	0	0					4
50-54	1	0	2	1	2	0					4
55-59	2	1	4	2	2	0					11
60-64	1	0	1	0	2	1	0				5
65-69	0	1	0	0	0	1	0	0			2
70+	0	0	0	0	0	0	0	1	0		1
Total:	14	5	11	6	8	3	0	1	0		48
Average Age:											50.2
Average Service:											12.9
Average Hire Age:											37.3
Annual Payroll:											\$5,145,000

**Retiree Health Benefits**  
**CASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Benefit Plan Provisions**

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This study analyzes the postretirement health benefit plans provided by the District. In general, the postretirement health plans and the District's obligation do not vary by employee groups.

The District's healthcare coverage for active employees is purchased through the Southern California Schools VEBA and consists of three options: Blue Shield HMO, Blue Shield HDHP – HSA, Kaiser HMO and Kaiser HDHP. Dental benefits are provided through Delta Dental, and vision benefits are provided through Vision Service Plan (VSP). The healthcare plans for the retirees are a continuation of the plans for the active employees.

Employees eligible for District-paid benefits may continue benefits to age 65. Spouse coverage ends upon the earlier of the death of the retiree or the retiree attainment of age 65. The District pays for the cost of the retiree only coverage up to an annual maximum. The retirees pay 100% of the cost for dependent coverage and the cost for any elected dental and vision benefits. A \$75 per month stipend is paid to retirees waiving medical coverage. Eligibility for benefits and the maximum District contribution varies based on employee group as follows:

*Certificated and Classified Employees*

Eligibility for retiree health coverage requires retirement from PERS or STRS on or after age 55 with at least 15 years of District service (the last 5 of which must be consecutive). The District contributions are capped at \$9,000 (effective in 2019) per year maximum for Certificated retirees and \$7,600 (effective in 2019) per year maximum for full-time Classified retirees. The \$7,600 maximum is pro-rated for Classified retirees who were part-time employees while in active employment with the District.

*Management and Confidential Employees*

Eligibility for retiree health coverage requires retirement from PERS or STRS on or after age 50 (55 if covered under STRS) with at least 10 years of District service. The District contributions are capped at \$7,200 (effective in 2019).

*Board Members*

Board Members whose term of office began before January 1, 1995 are eligible to receive District-paid postretirement medical benefits under the provisions applicable to Management and Confidential retirees.

**Retiree Health Benefits  
CASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
Benefit Plan Provisions**

Premium Rates

The District currently participates in the Southern California Schools VEBA and for medical coverage. The premiums billed for retiree medical coverage under age 65 are the same as those for active medical coverage. Thus, the District is providing a "rate subsidy" to the retirees based on this blended rate. GASB requires that when an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently. This requires valuing any "rate subsidy" as an additional financial obligation to the District. GASB provides an exemption for community-rated plans. The following tables summarize the current premiums for coverages that apply for the primary plans in which the retirees are enrolled. All premiums are monthly and are effective for the calendar year. Dental and Vision are not valued as these costs do not vary significantly by age and retirees pay 100% of the full premium.

2019

	Kaiser HMO	Kaiser HDHP	BS HMO	BS Trio ACO HMO	BS HDHP
Retiree - No Medicare	\$ 573.58	\$ 448.29	\$ 927.97	\$ 816.97	\$ 690.33
Two Party - No Medicare	\$1,130.68	\$ 880.31	\$1,804.79	\$1,588.90	\$1,380.66
Family - No Medicare	\$1,593.27	\$1,238.82	\$2,548.91	\$2,244.02	\$2,070.97



**Retiree Health Benefits  
 GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
 Actuarial Assumptions and Methods**

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Fiscal Year: July 1<sup>st</sup> to June 30<sup>th</sup>

Valuation Date: June 30, 2019

Measurement Date: June 30, 2020 for FYE June 30, 2021

Funding Policy: Pay-as-you-go funding

Discount Rate: 2.66% as of June 30, 2020 and 3.15% as of July 1, 2019 for accounting disclosure purposes. This is based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). For the current valuation, the discount rate was selected from the range of indices as shown in the table below:

	As of 06/30/2020
Bond Buyer Go 20 – Municipal Bond Index	2.21%
S&P Municipal Bond 20-year High Grade Rate Index	2.66%
Fidelity 20-year Go Municipal Bond Index	2.45%
Bond Index Range	2.21% - 2.66%
Actual Discount Rate Used	<b>2.66%</b>

Inflation: 2.75% per annum

Salary Increases: 3.0% per annum, in aggregate

Pre-retirement Turnover: According to the Crocker-Sarason T-5 turnover table less mortality, reduced by 40% at all ages. Sample rates are as follows:

Age	Turnover (%)
25	4.6
30	4.3
35	3.8
40	3.1
45	2.4
50	1.5
55	0.6

**Retiree Health Benefits  
CASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)  
Actuarial Assumptions and Methods**

**Mortality Rates:** RPH 2014 mortality table with generational improvements using scale MP2018

**Retirement Rates:** STRS rates for Tier 1: 2.0%@60  
STRS rates for Tier 2: 2.0%@62  
PERS rates for Miscellaneous Tier 1: 2.0%@55  
PERS rates for Miscellaneous Tier 2: 2.0%@62

**Participation Rates:** 90% of active employees meeting eligibility requirements are assumed to elect retiree health coverage at retirement. Future retirees are assumed to elect similar coverage as current retirees. The remaining 10% are assumed to waive coverage and receive the waive stipend. Actual coverage is used for current retirees.

**Spouse Coverage:** 25% of future retirees electing coverage are assumed to elect coverage for their spouse. Male spouses are assumed to be 3 years older than female spouses. Actual spouse coverage is used for current retirees.

**Claim Cost Development:** The valuation was based on the premiums furnished by the District. The expected retiree cost for coverage was set to the minimum of the actual premiums billed for coverage. The average annual costs used in the valuation are provided in the following table:

Age Bracket	Expected Costs
50 to 54	\$ 8,600
55 to 59	\$10,600
60 to 64	\$13,200

**Medical Trend Rates:** Medical costs are adjusted in future years by the following trends:

Fiscal Year Beginning	Trend
2019	6.5%
2020	6.0%
2021	5.5%
2022+	5.0%

**Contribution Caps:** The District's annual contribution maximums (caps) are assumed to increase by 1.0%.

**Cadillac Tax:** The valuation does not include any additional liability for the Cadillac Tax, which was repealed in 2019.

**Retiree Health Benefits**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Actuarial Assumptions and Methods**

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**Actuarial Cost Method:**

The actuarial cost method used to determine the allocation of the retiree health actuarial liability to the past (accrued), current and future periods is the Entry Age Normal (EAN) cost method. The EAN cost method is a projected benefit cost method which means the "cost" is based on the projected benefit expected to be paid at retirement.

The EAN normal cost equals the level annual amount of contribution from the employee's date of hire (entry date) to their retirement date that is sufficient to fund the projected benefit. As required by GASB 75, the normal cost is calculated to remain level as a percentage of pay. The EAN actuarial accrued liability equals the present value of all future benefits for retired and current employees and their beneficiaries less the portion expected to be funded by future normal costs.

All employees eligible as of the Valuation Date in accordance with the provisions of the Plan listed in the data provided by the District were included in the valuation.

**Market Value of Assets:**

As of the valuation date, there were no reported GASB eligible assets.

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
  - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
  - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
  - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
  - a. Differences between expected and actual experience of the OPEB plan
  - b. Changes in assumptions
  - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

**Retiree Health Benefits**  
**GASB 75 Report Fiscal Year Ending June 30, 2021 (Measured at June 30, 2020)**  
**Glossary**

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16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% are the select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that is attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits, which is attributed to past periods of employee service (or not provided for by the future Service Costs).

Consent Item E.3.1.

Approval of Nonpublic Agency Master Contract  
with Professional Tutors of America, Inc.

Prepared by Dr. Stephanie Pierce  
December 15, 2020

**BACKGROUND:**

As a result of a due process filing, the District agreed to provide a student with up to \$7500.00 in compensatory services in the areas of academics, speech therapy and occupational therapy. Professional Tutors of America, Inc. provides these services.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Professional Tutors of America, Inc, for academics, speech therapy, and occupational therapy for the term of November 12, 2020 through November 12, 2021.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students.

**FISCAL IMPACT:**

The estimated cost for services through Professional Tutors of America for the period of 11/10/20 through 11/10/21 is not to exceed \$7,500.00. Total fiscal impact is \$7,500.00.

**STUDENT ACHIEVEMENT:**

Direct services from Professional Tutors of America can be beneficial for a student with disabilities.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.1.

Consent Item D.3.2.

Approval of Memorandum of Agreement (MOA) Between Santee School District's After School Education and Safety Program (ASES) and San Diego County Superintendent of Schools for Fiscal Year 2020-2021

Prepared by Dr. Stephanie Pierce  
December 15, 2020

**BACKGROUND:**

The After School Education and Safety Program (ASES) operates in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7 and has provided before and after school programs since the 2007-2008 school year. This program delivers a minimum of 1.5 hours of activities before school and a minimum of 3.0 hours after school. ASES is eligible to receive a three-year grant that shall be awarded in three one-year increments and is subject to semiannual attendance reporting once every three years and has proven to be a successful program.

Included in the Memorandum of Agreement (MOA) are stipulations and conditions such as attendance and staffing requirements, expenditure and monitoring guidelines, and pupil and school safety. Presented tonight is the MOA for approval.

**RECOMMENDATION:**

Administration recommends approval of the MOA between ASES and San Diego County Superintendent of Schools for fiscal year 2020-2021  
This recommendation supports the following district goal:

- Assure the highest level of educational achievement for all students.

**FISCAL IMPACT:**

ASES is a self-supporting, fee-based program and will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

It is the District's intention to provide support for staff and students to meet educational and other relevant needs.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.3.2.



## MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2020 by and between the **San Diego County Superintendent of Schools** (herein known as “SDCOE” or “County”) and **Santee School District** (herein known as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California *Education Code* (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

### **1. SCOPE OF SERVICES: GENERAL CONDITIONS**

#### **COVID-19 ASES Program Waiver**

Due to the COVID-19 Pandemic, SB 98 Education Omnibus Budget Trailer Bill approved by the Governor on June 29, 2020 waived the following requirements for FY 2020-21:

1. Program hours of operation
2. Pupil-to-staff ratio
3. Required funding adjustments

#### ***A. DISTRICT ASSURANCES***

##### **Program Requirements**

Although SB 98 waivers allow for measures of flexibility, the intent of the legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils for hands-on, engaging learning experiences.” To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2020-21:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the County, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration in order to enable the success of their duties and to ensure quality programs that are in compliance with Education Code. In this regard, the role of the District Contact includes:
  - a. General program oversight
  - b. Programmatic development
  - c. Compliance responsibility
  - d. Reporting responsibility

2. The District shall provide a detailed program plan for their overall vision of the ASES Program and work with school sites to develop an individualized program plan and schedule that aligns with this District vision. Due to the COVID-19 Pandemic, the ASES program plan shall be a fluid document capturing the transition between virtual to hybrid to in-person programming throughout FY 2020-21. Initial Program Plan information should be uploaded to Cityspan no later than October 30, 2020.
3. The District shall amend the ASES site program plan and schedule as instruction changes in response to the COVID-19 Pandemic.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science.
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
6. The District shall ensure that ASES programs operating during the core day must meet California Department of Social Services, Community Care Licensing Division requirements, as applicable. Specifically, for sites where pupils attend more than 30 hours per week or a program operates more than 60 hours per week, a waiver may be required.
7. The District shall have a written policy on the prioritization of students to include:
  - a. Students experiencing homelessness and those who are in foster care
  - b. Free and reduced meal eligibility or other measure of need
  - c. Critical infrastructure workers
8. The District shall be able to describe the process of prioritization and maintain evidence to support the enacted process.

#### **Attendance Accountability Requirements**

Due to the COVID-19 Pandemic, County processes for attendance collection have been amended for FY 2020-21. Although funding adjustments have been waived by SB 98, the District is required to maintain attendance documentation for synchronous or in-person learning, as applicable, for the ASES program. It is highly suggested that the District's ASES program also maintain attendance documentation for asynchronous learning.

#### ***ASES Programming - Virtual Learning***

1. District receiving ASES funds must report synchronous learning attendance, as defined below, using the County's monthly revision process.
2. District receiving ASES funds must maintain attendance documentation for synchronous learning that includes evidence of student participation that includes, at a minimum, student first and last name, activity, and date of participation.
3. District must utilize the Cityspan Web-based Attendance Tracking System to manage group activities and access the manual revision form.
4. District is not required to enter student information into the Cityspan Web-based Attendance Tracking System until the commencement of in-person learning.
5. District should maintain attendance documentation for asynchronous learning that includes, at a minimum, number of students served monthly.

### *ASES Programming – In Person Learning*

6. Upon commencement of in-person learning, the District's ASES program must follow the County attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
7. Due to the syncing of the *Cityspan Web-Based Attendance Tracking System* to manage Early Release/Late Arrival times through a scanning process, this web-based system will not be available for use to scan students in and out of the program.
8. District may request and utilize the *Cityspan Web-Based Automated Card Scanning* to scan students in and out of the program *if they are enforcing Early Release/Late Arrival times*. The *Cityspan Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program pre SB 98 waivers.
9. District may request and utilize the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
10. District will identify and ensure participation by key staff members in trainings provided by the County for implementation of attendance collection processes and procedures.

#### Definitions:

- Virtual learning: a learning environment that is web-based; includes both synchronous and asynchronous learning as defined below
- Synchronous learning: ASES participant and instructor/advisor are in the same virtual learning environment in real time (e.g., Zoom meeting, Google Classroom, etc.)
- Asynchronous learning: ASES participant accesses virtual learning materials outside of the time and place of instructor/advisor (e.g., YouTube view, web site interactions, etc.)
- In-person learning: a learning environment where ASES participant is in person interacting with an instructor/advisor

### **Staffing Requirements**

Due to the COVID-19 Pandemic, SB 98 Education Omnibus Budget Trailer Bill approved by the Governor on June 29, 2020 waived the requirement for pupil to staff ratios for FY 2020-21. All other staffing requirements as per Education Code 8482-8484.65 remain in effect. The following four items related to staffing have not been waived:

1. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
2. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.

3. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
4. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

### **State-Mandated Data and Evaluation Requirements**

1. District must participate in statewide evaluation process as determined by the CDE and provide all required information.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner. District must annually provide complete student information for all students enrolled in the 2020-21 school year to include regular school day attendance, demographic information (including FRPM, ethnicity, ELL, and Special Education status), and test results to enable the County to evaluate program attendance in the context of the regular school day. SY 2020-21 information must be provided to the County no later than July 1, 2021.
3. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
4. District must participate in the County process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings.
5. District will submit to the County an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. For FY 2020-21, the Continuous Quality Improvement theme is communication and collaboration.
6. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District will be required to submit this plan through Google Form provided by County by December 31, 2020 (Quarter 1-2) and June 1, 2021 (Quarter 3-4). The ASES Program CQI process for FY 2020-21 should include:

#### Quarter 1-2

- Description of the process of communication between District and Site level
- Description of the process of communication between Site level and Site level administrators
- Identification of initial goals for FY 2020-21 for increasing communication and collaboration, developed in conjunction with District and Site personnel
- Description of District/Site needs for County for increasing communication and collaboration

#### Quarter 3-4

- Description of goals met for FY 2020-21, developed in conjunction with District and Site personnel
- Examples of collaboration at the District and site level

- Description of District/Site needs for County for increasing communication and collaboration

### **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines**

1. District will distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.88 per student per day for PM (ASES) reimbursement and a rate of \$5.92 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the County.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California *Education Code* 8483.7 may result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

### **Federal Program Monitoring and Annual Program Audit Guidelines.**

1. District will follow all fiscal and auditing standards required by the CDE (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4)).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to County relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. ASES Education and Safety Program.
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the County.

### **Budget Restrictions**

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind contribution via the Cityspan Web-based Attendance and Fiscal Management System by July 24, 2021.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.

5. Only sites operating programs are eligible to claim administrative, operational, and/or startup.
6. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report on all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2020.
7. The record describes the acquisition by:
  - (a) Type
  - (b) Model
  - (c) Serial number
  - (d) Funding source
  - (e) Acquisition date
  - (f) Cost
  - (g) Location
  - (h) Current condition
  - (i) Transfer, replacement, or disposition of obsolete or unusable equipment  
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I).
8. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE: Before and ASES Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or ASES Programs.
  - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
  - BASP line item budgets.
  - BASP time accounting, including time accounting methods.
9. The District will be required to submit the 85/15 report via the Cityspan Web-Based Attendance and Fiscal Management System no later than January 31, 2021 for FY 2019-20. The 85/15 report for FY 2020-21 will be due no later than October 30, 2021. *Due to the COVID-19 Pandemic, the CDE has extended the 85/15 requirement to accommodate additional Quarter 5 and Quarter 6 reporting of extended FY 2019-20 funds.*
10. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

### **Additional ASES Program Operation Requirements**

1. Follow District School Safe Re-Opening Plan and ensure ASES Program protocols are aligned when moving to in-person programming.
2. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
3. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
4. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
5. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation provided by District or designee to enrolled pupils.
6. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture, in person programming only.
7. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
8. Share responsibility for the quality of the program.
9. Collaborate and coordinate with the regular school day program.
10. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
11. Notify the County in the event the District intends to close or substitute/relocate an ASES program school site, either temporarily or permanently.
12. Ensure all staff and volunteers fulfill health screening and fingerprint clearance requirements in current law according to District policy.
13. Ensure that ASES staff attends countywide, regional, and District-training opportunities designed to maximize program effectiveness.
14. Host scheduled technical assistance site visits conducted by staff from the County and the Children's Initiative when in-person programming resumes.
15. Work with staff from the County and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
16. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

### **As the official Grantee of Record, the County will provide the following:**

1. In coordination with District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and ASES Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.

4. Maintain files of MOUs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's ASES funded before and ASES programs.
18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the SDCOE and the Children's Initiative.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include assistance with document upload to CMT as requested by the District.

**B. TERMS AND CONDITIONS OF GRANT AWARD**

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County



- deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
  4. This grant shall be administered in accordance with the provisions of California *Education Code* (EC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
  5. The grantee shall use these funds in accordance with the approved application.
  6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment.
  7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
  8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JULY 24, 2021 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
  9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY AUGUST 8, 2021 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (\$).**
  10. District shall comply with the General Conditions and District Assurances specified in this MOA.
  11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
  12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

VENDOR NO. 10371: SUFFIX NO. EZ

**2. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT SCHEDULE**

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be by July 1, 2020 through June 30, 2021.

The ASES Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4: "The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

The County will retain 2% of grant funds for countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on California *Education Code* 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed** \* \$228,084.20 for District. **District will only report expenditure up to \$223,522.52 (98% (less 2% County Administrative fee of \$4,561.68) and will receive a total of \$223,522.52 if the district expends all their grant allocation and is in compliance with all grant requirements.**

**Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2021 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.**

**All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.**

**3. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES**

District Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Contact:

Gabriela B. Delgado, Senior Manager  
Student Services & Programs  
6401 Linda Vista Road, Room 410  
San Diego, CA 92111  
(858) 298-2074

#### **4. CONFIDENTIALITY**

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

#### **5. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;

- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- (v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

## **6. TERMINATION FOR CONVENIENCE**

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final expenditure report within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

#### **7. TERMINATION FOR DEFAULT**

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

#### **8. 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, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

#### **9. HOLD HARMLESS**

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

**10. WORKERS' COMPENSATION**

District 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 District shall sign and file with the County 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."

**11. NON-FUNDING**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

**12. AUDIT**

District agrees to maintain and preserve until five years after termination of the Agreement with the County, 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.

**13. INSURANCE REQUIREMENTS**

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools 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.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<b>\$1,000,000</b> _____ Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<b>\$1,000,000</b> _____ Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

**14. GOVERNING LAW/VENUE SAN DIEGO**

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the state of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

**15. COMPLIANCE WITH LAW**

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

**16. FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

**17. TOBACCO-FREE FACILITY**

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

**18. PUPIL SAFETY / SCHOOL SAFETY ACT**

Pupil Safety/School Safety Act: The SDCOE Director has determined that the Contractor/Provider will have “**greater than limited contact**” with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the SDCOE Director that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

**19. 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 Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**SANTEE SCHOOL DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



San Diego County Office of Education  
 Funding Status per School  
 2020-2021



Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-10371-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	After School Base	\$133,169.40
37-24239-10371-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	After School Supplemental	\$39,950.82
37-24239-10371-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	Before School Base	\$42,279.98
37-24239-10371-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	Before School Supplemental	\$12,684.00
<b>TOTAL GRANT AMOUNT</b>						<b>\$228,084.20</b>
<b>GRANT AMOUNT, LESS 2%</b>						<b>\$223,522.52</b>

Consent Item. E.3.3.

Approval of Nonpublic School Master Contract with Community School of San Diego for Nonpublic School Services

Prepared by Dr. Stephanie Pierce  
December 15, 2020

**BACKGROUND:**

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One student with disabilities requires enrollment at the Community School of San Diego for the remainder of the 2020-2021 school year beginning December 1, 2020 to address the student’s unique needs.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic School Master Contract with Community School of San Diego for one student for the period of December 1, 2020 through June 30, 2021.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students.

**FISCAL IMPACT:**

The terms of the Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Community School of S.D.	1 student	150 days 12/1/20 – 6/30/21	\$327.59	\$49,138.50

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to demonstrate educational progress.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.3.

Consent Item E.3.4.

Approval of Clinical Practicum Agreement with  
California State University Northridge

Prepared by Dr. Stephanie Pierce  
December 15, 2020

**BACKGROUND:**

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for practicum students. Santee School District has received a Clinical Practicum Agreement from California State University Northridge for this purpose. Master of Science Degree in the field of Speech Language Pathology and Audiology The terms of the agreement shall commence on December 15, 2020 and continue through December 15, 2021.

**RECOMMENDATION:**

Administration recommends that the proposed Clinical Practicum Agreement with California State University Northridge for clinical Speech Language Pathology and Audiology be approved by the Board of Education.

This recommendation supports the following District goal:

- Implement a staff development plan as the cornerstone of employee performance and growth.

**FISCAL IMPACT:**

There is no fiscal impact to the Santee School District

**STUDENT ACHIEVEMENT IMPACT:**

This agreement supports student learning by placing a practicum student, student teacher or intern in the classroom and provides students with an additional instructional resource.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.4.

**VIRTUAL AGREEMENT**  
**CLINICAL PRACTICUM AGREEMENT**

This Agreement is between Santee School District (“Practicum Site”) and The Trustees of the California State University on behalf of California State University, Northridge (“University”), and is effective as of December 15 , 2020.

- A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.
- B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and Audiology**. The graduate program’s accreditation is under the standards of the Western Association of Schools and Colleges; and, the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA).
- C. The purpose of this agreement is to provide the graduate training for the Master of Science degree and/or Speech Language Pathology Assistant in Communication Disorders and Sciences, emphasis in Speech-Language Pathology and Audiology. The parties will both benefit by making a clinical training program (“Program”) available to University students at Clinical Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

- A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student’s name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Department Faculty. University shall assign members of the department’s faculty or University’s Clinical Director or University’s Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site’s Program Supervisor through the term of this agreement in order to assist in the education of the student.
- D. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- E. Student Responsibilities. University shall notify students in the program that

they are responsible for:

1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

## II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the BOP requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.

2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.

3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Distance Learning Clinical Director.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

### V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period. In addition, University shall require that student procures and maintains in force health insurance coverage throughout the term of the student's clinical practica at the Clinical Site.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a

carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for one (1) year.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise 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 reduced to writing and signed by the parties.



B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All pediatric placement contracts will incorporate Exhibit A as part of this agreement.

**[Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify [X] of that fact**

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY  
California State University, Northridge  
Purchasing & Contract Administration  
18111 Nordhoff Street  
Northridge, CA 91330-8231

CLINICAL SITE  
Santee School District  
Print Name of Site  
9619 Cuyamaca  
Print Street Address  
Santee, CA 92071  
Print City and State

Phone: 818-677-6538

Phone #: (619) 258-2350

Email: suellen.martensson@CSUN.edu

E-Mail stephanie.pierce@santeesd.net

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

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

Name: Suellen J.Martensson  
Title: Buyer III, Purchasing &  
Contract Administration

Print Name: Dr. Stephanie Pierce

Print Title: Assistant Superintendent

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

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

**Department of Communication Sciences & Disorders**  
College of Health and Human Development  
18111 Nordhoff Street  
Northridge, CA 91330-8279  
**Attn: Rosie Quezada, Diana Cabral, Yvonne Carrillo**  
**Janice Woolsey, Sarah Cathcart**

Consent Item E.3.5.

Approval of Individual Services Agreement with  
San Diego Center for Children Nonpublic  
School Services

Prepared by Dr. Stephanie Pierce  
December 15, 2020

**BACKGROUND:**

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One new student with disabilities requires enrollment at the San Diego Center for Children for the remainder of the 2020-2021 school year to address his unique needs.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Individual Services Agreement with San Diego Center for Children School for the term of December 1, 2020 through June 30, 2021.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students.

**FISCAL IMPACT:**

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day/Mo.	Total Cost
San Diego Center for Children	1 student	12/1/20 - 6/30/21 including ESY instruction	\$220.44	\$31,963.80

**TOTAL \$31,963.80**

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to demonstrate educational progress.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.5.

**BACKGROUND:**

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

**Certificated Staff**

A. New Appointments:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Myers, Briana	Carlton Oaks	IV-01 #30016223	\$0.00	\$52,667.00	12-01-20
2. Wraith, Patrick	Carlton Oaks	V-05 #10321556	\$0.00	\$64,852.00	11-30-20

B. Temporary Rehires:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Williams, Ashley	Sycamore Canyon	V-07 to VI-07 #10324248	\$69,672.00	\$74,930.00	08-12-20

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
1. Lindsay, Kiersten	Long-Term LOA		Personal	Approve	02-09-21 to 06-09-21

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

**Classified Staff**

H. New Appointments:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Chadwick, Timothy	Carlton Hills	Instructional Assistant, Special Ed II 21 E / 6.0 hrs #10327223	\$0.00	\$2,598.70	12-04-20
2. Bruner, Keri	Cajon Park	Instructional Assistant, Special Ed II 21 A / 6.0 hrs #30004805	\$0.00	\$2,138.50	11-17-20

## Classified Staff continued

### H. New Appointments continued:

3. Deslatte-Boldin, Arden	Maintenance and Operations	Grounds Maintenance Worker I 23.5 A / 8.0 hrs #30003480	\$0.00	\$3,224.00	11-17-20
4. Minney, Rachel	Carlton Oaks	Project SAFE Assistant 17 A / 3.75 hrs #10325011	\$0.00	\$1,099.43	12-01-20
5. Schnabel, Shelby	Cajon Park	Campus Aide 15 C / 2.5 hrs #10327479	\$0.00	\$732.88	11-16-20
6. Zolina, Bethany	Cajon Park	Campus Aide 15 C / 2.0 hrs #10327475	\$0.00	\$586.30	12-01-20

### I. Rehires:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date

### J. Change of Status/Location:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Corona Peralta, Alondra	Sycamore Canyon to <i>Rio Seco</i>	Instructional Assistant, Special Ed I 20 B / 3.0 hrs to <i>Instructional Assistant, Special Ed II</i> 21 B / 6.5 hrs #30008002	\$1,069.25	\$2,245.10	11-12-20
2. D'amico, Mandy	Hill Creek to <i>Sycamore Canyon</i>	Campus Aide 15 E / 2.0 hrs to <i>Instructional Assistant, Special Ed II</i> 21 A / 3.5 hrs #10327232	\$646.53	\$1,247.46	11-30-20
3. Erwin, Tyler	Sycamore Canyon to <i>Hill Creek</i>	Early Childhood Group Leader I 19.5 E / 5.75 hrs to <i>Out-of-School Time Site Leader</i> 22 D / 6.0 hrs #10325068	\$2,317.41	\$2,598.70	12-01-20
4. Fenly, Jessica	Human Resources	Personnel Assistant 24.5 A / 8.0 hrs to <i>Personnel Technician</i> 27.5 A / 8.0 hrs #30007618	\$3,385.20	\$3,920.80	12-07-20
5. Jimenez, Maria	Carlton Oaks	Instructional Assistant, Special Ed II 21 C / 3.0 hrs to 21 C / 6.0 hrs #30016106	\$1,178.45	\$2,356.90	12-07-20
6. Meyer, Lindsay	Human Resources	Personnel Technician 27.5 C / 8.0 hrs to <i>Benefits and Risk Management Specialist</i> 30 B / 8.0 hrs #30007590	\$4,322.93	\$4,645.33	11-23-20
7. Schwartz, Julie	Child Nutrition Services to <i>Transportation</i>	Food Service Worker V 26 E / 8.0 hrs to <i>Bus Attendant</i> 19 E / 4.0 hrs #30010108	\$4,777.34	\$1,696.97	11-30-20

## Classified Staff continued

**K. Unpaid Leave Requests:**

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

**L. Resignations:**

Employee	Location	Position	Reason	Effective Date
1. Clark, Debra	Hill Creek	Health Clerk	Retirement	12-19-20
2. D'Agostino, Jacqueline	Rio Seco	Secretary II (School)	Retirement	01-02-21
3. Hood, Kayla	Cajon Park	Instructional Assistant, Special Ed II	Resignation	12-05-20
4. Keys, Karen	Rio Seco	Health Clerk	Retirement	01-05-21
5. Parsons, Windi	PRIDE Academy	Instructional Assistant I	Personal	12-19-20
6. Pilley, Starr	PRIDE Academy	Out-of-School-Time Group Leader	Personal	01-23-20
7. Sarmiento, Susan	Pupil Services	Secretary II (Department)	Retirement	12-31-20

**M. 39-63 Month Reemployment:**

Employee	Location	Position/Class/Hours	Effective Date

**N. Dismissals:**

Employee	Location	Position	Effective Date

**RECOMMENDATION:**

It is recommended that the Board of Education approve the listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.1.

Consent Item E.4.2.  
Prepared by Tim Larson  
December 15, 2020

Ratification of Side Letter between  
Santee School District and California  
School Employees Association (CSEA)  
and its Chapter #557

**BACKGROUND:**

Santee School District and the California School Employees Association and its Chapter #557 have negotiated a side letter regarding an extension of Short-Term employment opportunities resulting from additional work created by the COVID-19 pandemic.

CSEA leadership approved the side letter on November 19, 2020. The positions that were created previously through agreement between CSEA and the District, will continue through June 30, 2021.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify the Side Letter agreement between Santee School District and the California School Employees Association and its Chapter #557.

**FISCAL IMPACT:**

The Disclosure of Collective Bargaining Agreement is attached. The cost was already included in the current budget, there is no additional fiscal impact.

**STUDENT ACHIEVEMENT IMPACT:**

This is a personnel item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.2.

**Santee School District  
And  
California School Employees Association Chapter #557**

**Side Letter Agreement  
Extending Short-Term Employment Opportunities During COVID-19**

The California School Employees Association, Chapter #557 ("CSEA") and the Santee School District ("DISTRICT"), collectively referred to as "the PARTIES", hereby agree as follows:

- **RECITALS:**
  - The District wishes to provide additional short-term work opportunities to meet program needs during the COVID-19 Pandemic.
- **TERMS:**
  - The Parties agree to extend **Item 9** from the **Memorandum of Understanding - IMPACTS AND EFFECTS OF THE COVID-19 PANDEMIC** as outlined below.

**9. Short-Term Employment**



A. Short-Term offers of employment for additional support, **such as** (i.e. Site Custodian, Custodian II, Campus Aide, OST/Project Safe Assts, CNS) shall be first made available to classified employees. Offers shall be based on a Random Draw, per site in accordance with Article 10(m) of the Collective Bargaining Agreement, for positions.

B. Those employees wishing to work in these positions shall discuss with their supervisor if the employment would interfere with their normal working hours, and if adjustments can be made to accommodate the work assignment then the employee and supervisor shall agree (in writing) for the duration of the term.

C. No person working as a short-term employee shall be evaluated beyond their regular assignment.

D. Short-Term assignments shall expire no later than ~~December 31, 2020~~ **June 30, 2021**. If these positions need to go beyond that date, then CSEA and the District shall meet and negotiate.

- This Side Letter shall be in effect until June 30, 2021.

<p>CSEA  CSEA President</p>	<p>SANTEE SCHOOL DISTRICT  District Representative</p>
<p>11/17/2020 Date</p>	<p>11/17/2020 Date</p>

Labor Relations Rep. 11/19/20



## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: Classified School Employees Associatn (CSEA) Certified: \_\_\_\_\_ Classified: x

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 12/15/2020  
Date

#### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(a) \$	(b) \$	(c) %	(b) \$	(c) %	(b) \$
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$8,984,100.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$8,984,100.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$8,984,100.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,739,252.09	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$1,178,672.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 1(a) thru 5(a)	\$12,902,024.09	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
7. <b>Total Number of Represented Employees</b>	389.00	389.00	389.00	389.00	389.00	389.00	389.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$33,167.16	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%

Impact on other Funds: No impact to other funds

**A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

Side Letter to extend provisions for providing short term employee opportunities during the pandemic contained in previous MOU through June 30, 2021

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

None

**C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

No changes to support programs

**D. What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None

**E. Source of Funding for Proposed Agreement**

**1. Current Year**

Not applicable - no compensation increase

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

No fiscal impact in future years

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)**

One-time agreement for 2020-21

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$77,767,157
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	6,565.80
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,333,014.72

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,333,014.72
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$14,184,700.67
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$3,135,746.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$19,653,461.39

3. Do unrestricted reserves meet the state standard minimum reserve amount?  Yes  No

**G. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent  
(Signature)

12.2.2020

Date



Chief Business Official  
(Signature)

11-30-2020

Date

Contact Person: KARL CHRISTENSEN

Telephone No.: 619-258-2520

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 12/15/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 9/15/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions  As Of: 9/15/2020	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2019-20 Unaudtd Actls w MYP+STA MOU				
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	59,450,336			59,450,336
Remaining Revenues (8100-8799)	18,171,395			18,171,395
<b>TOTAL REVENUES</b>	77,621,731	0	0	77,621,731
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	35,267,167			35,267,167
2000 Classified Salaries	11,531,200	0		11,531,200
3000 Employee Benefits	18,062,244	0		18,062,244
4000 Books and Supplies	4,401,591			4,401,591
5000 Services and Operating Expenses	6,486,348			6,486,348
6000 Capital Outlay	47,627			47,627
7000 Other	605,745			605,745
<b>TOTAL EXPENDITURES</b>	76,401,922	0	0	76,401,922
OPERATING SURPLUS (DEFICIT)	1,219,809	0	0	1,219,809
OTHER SOURCES AND TRANSFERS IN	0		0	0
OTHER USES AND TRANSFERS OUT	1,365,235	0	0	1,365,235
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(145,426)	0	0	(145,426)
BEGINNING BALANCE	17,881,706			17,881,706
CURRENT YEAR-ENDING BALANCE	17,736,280			17,736,280
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	507,039		0	507,039
Restricted (9740)	256,544		0	256,544
Committed (9750/9760)	0		0	0
Assigned (9780)	454,982		0	454,982
Reserve Economic Uncertainties (9789)	2,333,015	0	0	2,333,015
Unassigned/Unappropriated (9790)	14,184,701			14,184,701

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

**BACKGROUND:**

Restrictions placed on the district resulting from conditions related to COVID-19, additional Custodians, Campus Aides, and Food Service Workers will be needed to perform additional work necessary to support the instructional program.

Education Code section 45103 allows a governing Board to employ "short term employees" by designating the classification needed and a start and end time for the service. Presented tonight for Board approval is an extension of several previously approved short-term employment opportunities.

**RECOMMENDATION:**

It is recommended that the Board of Education approve short-term employment for the following positions:

- Up to nine (9) Site Custodian positions for up to five (5) hours per day; from December 31, 2020 – June 30, 2021
- Up to nine (9) Custodian II positions for up to four (4) hours per day; from December 31, 2020 – June 30, 2021
- Up to twelve (12) Campus Aide positions for up to two (2) hours per day; from December 31, 2020 – June 30, 2021
- Up to ten (10) Food Service Worker 1A positions for up to two and a half (2.5) hours per day; from December 31, 2020 – June 30, 2021

**FISCAL IMPACT:**

The approximate cost to employ the short-term positions are as follows:

- Site Custodian – approximately \$124.23 per position, per day
- Custodian II – approximately \$94.64 per position, per day
- Campus Aide – approximately \$35.31 per position, per day
- Food Service Worker 1A – approximately \$51.13 per position, per day

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.3.

Consent Item E.4.4.  
Prepared by Tim Larson  
December 15, 2020

Ratification of Kaiser On-the-Job N95  
Mask Fit Test Clinic Agreement

**BACKGROUND:**

To ensure the safety of all custodial staff, Santee School District will host Kaiser On-the-Job Occupational Health to perform an on-site N95 mask fit testing clinic. All custodial staff (regular and substitute) will attend to be properly evaluated and fitted for the use of an N95 mask.

The clinic will be held on December 14, 2020 in the Educational Resource Center Board Room.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify the Kaiser On-the-Job N95 Mask Fit Test Clinic agreement.

**FISCAL IMPACT:**

The costs of the fit test clinic per employee is as follows:

- Review of Respirator Questionnaire by MD/NP/RN – \$35.00 per employee
- Respirator Fit Test, Qualitative – \$41.00 per employee

Approximately 35 employees will participate in the clinic, totaling \$2,660.00.

**STUDENT ACHIEVEMENT IMPACT:**

Not applicable.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.4.



**Company Name:** SANTEE SCHOOL DIST

**Date:** November 30, 2020

<b>Corporate Address:</b>	9625 Cuyamaca Street	<b>City, State:</b>	Santee, CA	<b>Zip:</b>	92071
<b>Primary Contact:</b>	Katie Borts	<b>Email:</b>	<a href="mailto:katie.borts@santeesd.net">katie.borts@santeesd.net</a>	<b>Phone:</b>	(619) 258-2309
		<b>Fax:</b>			(619) 258-2241
<b>Alternate Contact:</b>	Tim Larson	<b>Email:</b>	<a href="mailto:tim.larson@santeesd.net">tim.larson@santeesd.net</a>	<b>Phone:</b>	(619) 258-2308
		<b>Fax:</b>			(619) 258-2241
<b>Billing Address:</b>	9625 Cuyamaca Street	<b>City, State:</b>	Santee, CA	<b>Zip:</b>	92071
<b>Billing Contact:</b>	Katie Borts	<b>Email:</b>	<a href="mailto:katie.borts@santeesd.net">katie.borts@santeesd.net</a>	<b>Phone:</b>	(619) 258-2309
		<b>Fax:</b>			(619) 258-2241

Re: Letter of Agreement for Occupational Health and Safety Services between The Southern California Permanente Medical Group and SANTEE SCHOOL DIST

Dear Tim Larson,

Through a series of meetings, SANTEE SCHOOL DIST and The Southern California Permanente Medical Group ("SCPMG") have reached an agreement regarding SCPMG's provision of occupational health and safety services to SANTEE SCHOOL DIST. The purpose of this letter is to set forth this agreement.

SCPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, will provide occupational health and safety services, as requested by SANTEE SCHOOL DIST. This letter does not obligate SANTEE SCHOOL DIST to utilize SCPMG services, but it does set forth applicable prices and conditions of such services when elected by SANTEE SCHOOL DIST.

**What SCPMG Will Do For SANTEE SCHOOL DIST**

SCPMG physicians and other practitioners will provide services for SANTEE SCHOOL DIST's current or prospective workers as requested by SANTEE SCHOOL DIST. The prices for such services are listed in Schedule A, attached to this letter. SCPMG will complete appropriate documentation of those services. If further tests or other services are required, SCPMG will notify SANTEE SCHOOL DIST. SCPMG shall submit a monthly invoice to SANTEE SCHOOL DIST for services rendered during the previous month.

**SANTEE SCHOOL DIST's Obligations**

If and when SANTEE SCHOOL DIST determines to send prospective employees or employees to SCPMG for services, SANTEE SCHOOL DIST will specify the services to be performed by SCPMG. SANTEE SCHOOL DIST agrees to pay SCPMG for services rendered within thirty days after receipt of the invoice.





**General Provisions of This Letter of Agreement**

This letter of agreement is effective as of 12/1/2020 and will be in force for the period of 12/1/2020 through 12/1/2021 and for consecutive 12 month periods thereafter, unless either party provides written notification of termination at least 30 days before the end of each 12 month period. This letter of agreement can also be terminated by either party; such termination shall be effective thirty days from the notice of the terminating party. This letter of agreement replaces any previous agreements between SCPMG and SANTEE SCHOOL DIST and will control the relationship between SCPMG and SANTEE SCHOOL DIST until it is terminated, amended or replaced.

SCPMG reviews its prices for occupational health and safety services on a yearly basis. If SCPMG determines to change its prices, it shall notify SANTEE SCHOOL DIST of any price changes at least 45 days prior to the effective date of the change.

**Miscellaneous**

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Crystal Campbell.

**The Southern California Permanente Medical Group**

Occupational Medicine  
Regional Coordinating  
Chief- SCAL:  
Signature:

Thomas W. Wang, MD

  
Thomas Wang Dec 1, 2020 15:48 PST

Date:

Dec 1, 2020

**SANTEE SCHOOL DIST**

Company Representative: **Tim Larson**  
Signature: *Tim Larson*  
Tim Larson (SPP) - SPPA 11/18/21

Date: Dec 2, 2020  
Title: Santee SD Assistant Superintendent

LOA Created By: **Cheryl Finigan**  
LOA Creation Date: **November 30, 2020**

**Schedule A**
**OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO SANTEE SCHOOL DIST**

Services will be provided to SANTEE SCHOOL DIST as follows:

<b>RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP)</b>		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
300410	Respirator Fit Test, qualitative	\$41.00
<b>As Clinically Indicated:</b>		
71045	Chest X-Ray (1 view)	\$55.00
71046	Chest X-Ray (2 views)	\$75.00
300391	Respirator Physical Exam	\$64.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$60.00
300408	Physician Consultation; each 15 minutes	\$64.00

If SANTEE SCHOOL DIST is requesting a health screening/physical examination of a job applicant/employee, SANTEE SCHOOL DIST will provide to SCPMG detailed information concerning the physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by SANTEE SCHOOL DIST and the physician's general understanding of the requirements of the jobs of similar nature. SCPMG conducts such examinations with SANTEE SCHOOL DIST's assurances that the examination and SANTEE SCHOOL DIST's medical inquiries are job-related and consistent with the business needs of SANTEE SCHOOL DIST, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, SCPMG will advise SANTEE SCHOOL DIST of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. SCPMG will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of SANTEE SCHOOL DIST to determine what modifications are available and reasonable.

To the extent that other conditions are identified, SCPMG will also: a) notify the employee/applicant of any medical condition, identified during the limited medical evaluation that SANTEE SCHOOL DIST requested, that SCPMG believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce, and b) upon authorization of the employee/applicant, SCPMG will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.



SCPMG will maintain a medical record, for each individual that will contain records of employer requested services, in addition to past, present and future services requested by the employee/applicant.

**Item F. DISCUSSION AND/OR ACTION ITEMS**

*The Board invites citizens to address the Board about any of the items listed under Discussion and/or Action. Citizens wishing to address the Board about a Discussion and/or Action item are requested to submit a Request to Speak card in advance.*

Discussion and/or Action Item F.1.1. Approval of First Interim Report for 2020-21  
 Prepared by Karl Christensen  
 December 15, 2020

**BACKGROUND:**

Assembly Bill 2861, which became effective January 1, 1987, requires that school districts prepare and submit interim financial reports so that governing boards, the State Controller, and the Superintendent of Public Instruction are informed of school districts' financial conditions for the current and future years. The Board of Education is required to designate either a positive, qualified, or negative certification regarding the District's ability to meet its financial obligations for the current year and two subsequent years.

Provided for the Board's review and approval is the interim report as of October 31, 2020 for the Santee School District. Copies of the interim report for the public's review will be available at the meeting or upon a request to the Fiscal Services department.

The District is designating a positive certification for the first interim.

A new requirement for only this year is to also present the Parent Budget Overview that is normally included with the Local Control Accountability Plan (LCAP). Since the LCAP was suspended for this year, the Parent Budget Overview is to be included with the 1<sup>st</sup> interim report.

**RECOMMENDATION:**

It is recommended that the Board of Education approve a positive certification for the 1st Interim Report regarding the District's ability to meet its financial obligations for the 2020-21 fiscal year and two subsequent years.

The following district goal(s) is/are supported by this item:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact for the General Fund and other funds will be presented at the meeting.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.1.

Discussion and/or Action Item F.1.2. Approval of LCFF Budget Overview for Parents  
 Prepared by Karl Christensen  
 December 15, 2020

**BACKGROUND:**

In normal years, the District adopts a Local Control Accountability Plan (LCAP) to describe the expenditure of Local Control Funding Formula (LCFF) funds. The LCAP must be supplemented by a Budget Overview for Parents.

For 2020-21, the LCAP requirement was suspended and the requirement for a Budget Overview for Parents was postponed until adoption of the 1<sup>st</sup> Interim Report.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the LCFF Budget Overview for Parents to supplement data contained in the District's 2020-21 1<sup>st</sup> Interim Report.

The following district goal(s) is/are supported by this item:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Educational Achievement	Assure the highest level of educational achievement for all students
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility
✓	Staff Development	Implement a staff development plan as the cornerstone of employee performance and growth
✓	Student Well-Being	Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being

**FISCAL IMPACT:**

The fiscal impact of \$76,132,865 in estimated expenditures for the General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.2.

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Santee School District

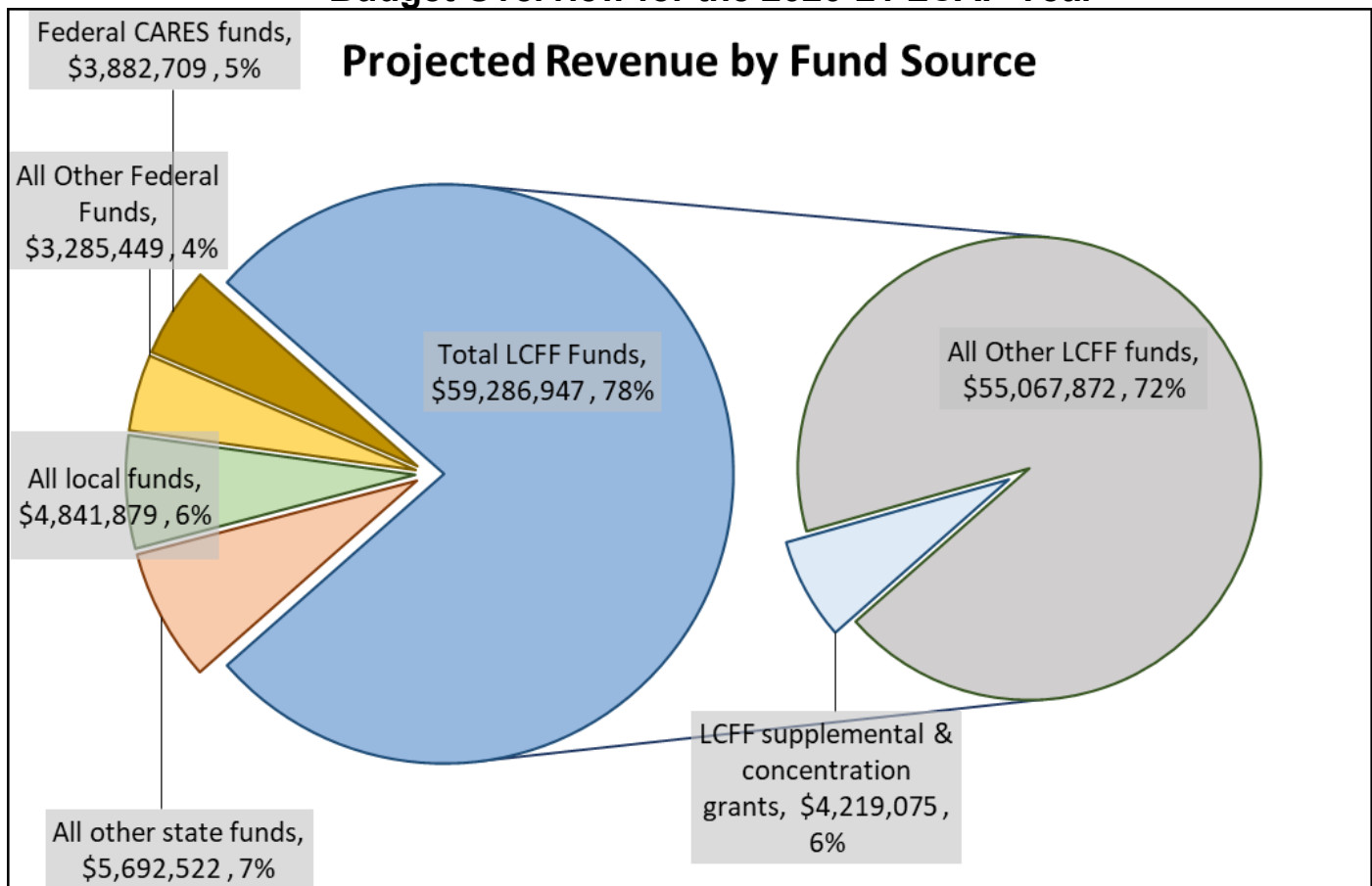
CDS Code: 37683610000000

School Year: 2020-2021

LEA contact information: Dr. Stephanie Pierce, Assistant Superintendent Educational Services

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2020-21 LCAP Year



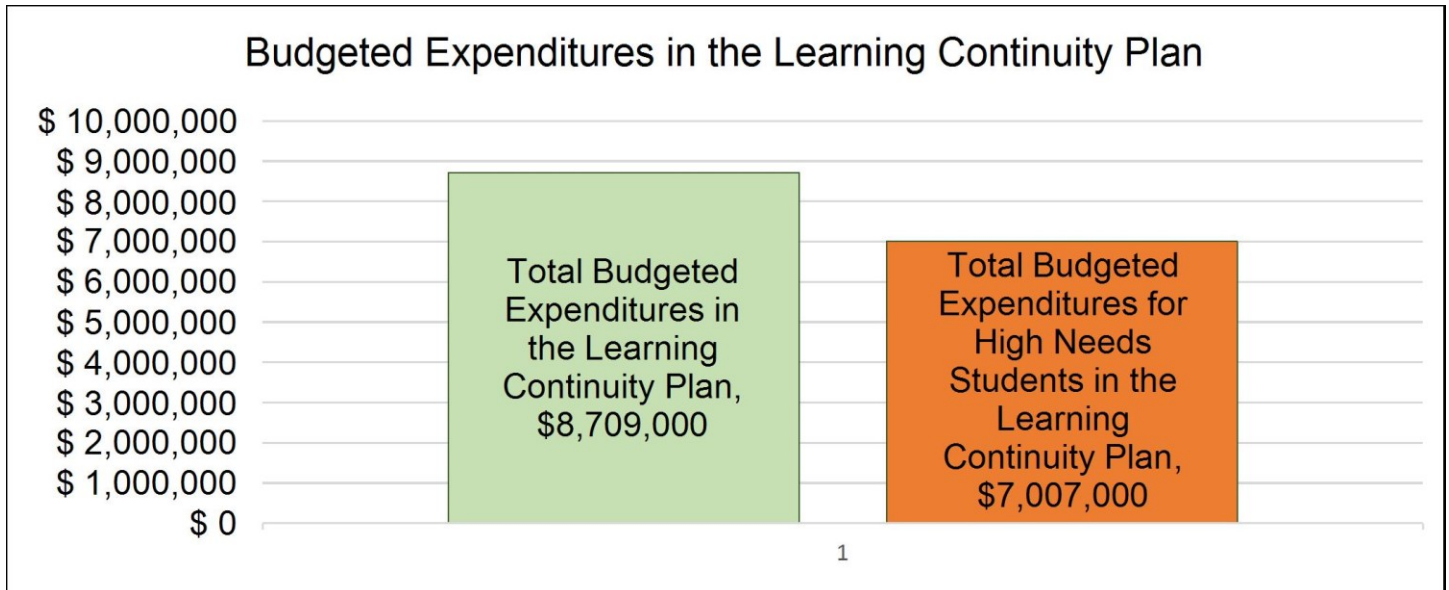
This chart shows the total general purpose revenue Santee School District expects to receive in the coming year from all sources.

The total revenue projected for Santee School District is \$76,989,506, of which \$59,286,947 is Local Control Funding Formula (LCFF), \$5,692,522 is other state funds, \$4,841,879 is local funds, and \$7,168,158 is federal funds. Of the \$7,168,158 in federal funds, \$3,882,709 are federal CARES Act funds. Of the \$59,286,947 in LCFF Funds, \$4,219,075 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).



# LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Santee School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Santee School District plans to spend \$76,132,865 for the 2020-21 school year. Of that amount, \$8,709,000 is tied to actions/services in the Learning Continuity Plan and \$67,423,865 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

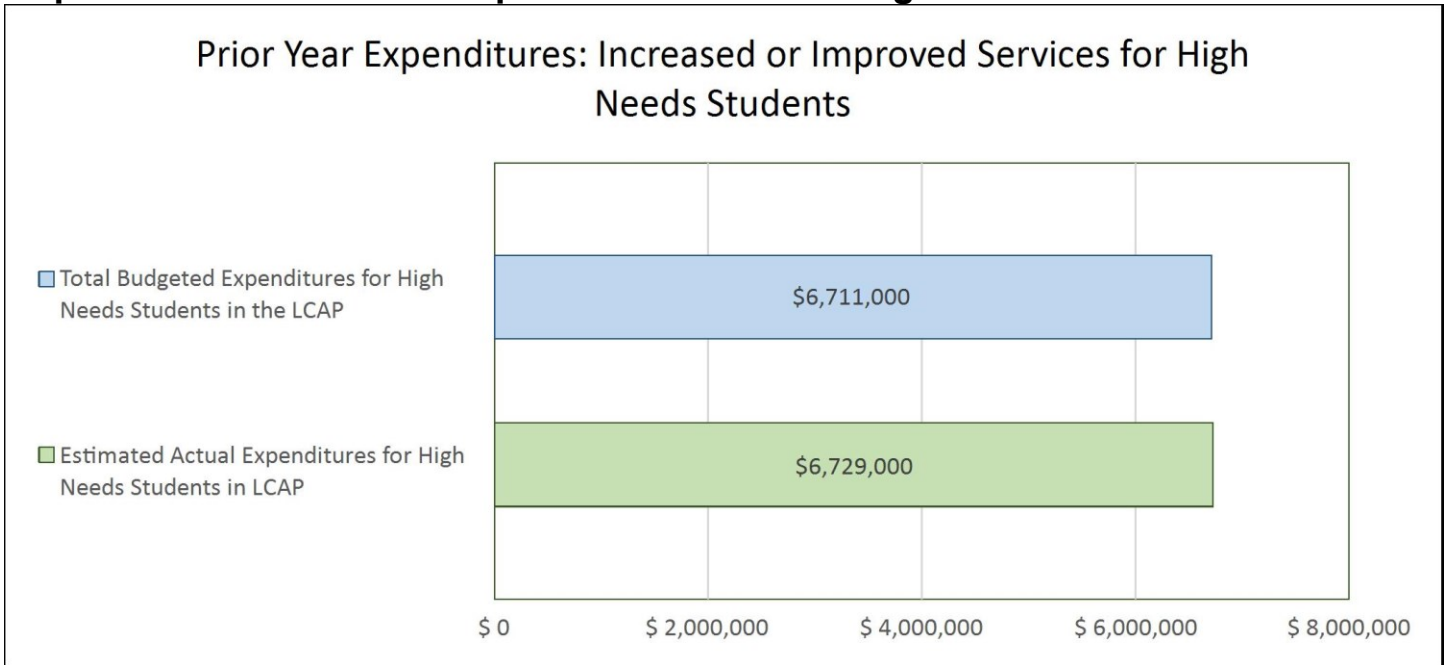
Normal operating and core program expenditures; including general education teachers, special education programs, classified support staff, maintenance, transportation, administrative support, technology, etc.

## Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Santee School District is projecting it will receive \$4,219,075 based on the enrollment of foster youth, English learner, and low-income students. Santee School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Santee School District plans to spend \$7,007,000 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Santee School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Santee School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Santee School District's LCAP budgeted \$6,711,000 for planned actions to increase or improve services for high needs students. Santee School District actually spent \$6,729,000 for actions to increase or improve services for high needs students in 2019-20.

Discussion and/or Action Item F.1.3, Approval of Monthly Financial Report  
 Prepared by Karl Christensen  
 December 15, 2020

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period October 1, 2020 through October 31, 2020 prepared on a cash and modified accrual basis and include the District’s revenue, expenditure, and cash activities.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Monthly Financial Report, as presented.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The Monthly Financial Report shows a beginning cash balance of \$17,140,767; cash receipts of \$4,312,856; and disbursements of \$6,101,754 are reflected for the period of October 1, through October 31, 2020 resulting in an ending cash balance of \$15,351,869 as of October 31, 2020.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.3.

# Monthly Financial Report - October

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## CASH REPORT FOR OCTOBER

	Actual	Projected*	Difference
Beginning Cash Balance as of October 1, 2020	\$17,140,767	\$17,140,767	\$ -
<b>INCOME</b>			
A. Local Control Funding Formula			
State Aid	2,641,060	2,641,060	-
Property Taxes	366,284	366,284	-
B. Federal Income			
Federal Funding	298,920	298,920	-
C. State Income			
Lottery	300,127	300,127	-
Other State Funding	109,653	109,653	-
D. Local Income			
Other Local Income	94,794	94,794	-
Spec Ed	440,251	440,251	-
Interest	30,781	30,781	-
E. Due to/Due from other funds	30,986	30,986	-
F. Debt Proceeds	-	-	-
<b>TOTAL INCOME</b>	<b>\$4,312,856</b>	<b>\$4,312,856</b>	<b>\$ -</b>
Beginning Balance Plus Income	\$21,453,623	\$21,453,623	\$ -
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 703,313	\$ 703,313	\$ -
H. Salary and Benefits	5,320,295	5,320,295	-
I. Other Outgo	78,146	78,146	-
J. Interfund Borrowing Out	-	-	-
K. Budget Adjustments	-	-	-
<b>TOTAL DISBURSEMENTS</b>	<b>\$6,101,754</b>	<b>\$6,101,754</b>	<b>\$ -</b>
Ending Cash Balance as of October 31, 2020	\$15,351,869	\$15,351,869	\$ -

\* Based on Cash Flow Projection at First Interim FY 2020-21

**Budget Revisions  
Through October 31, 2020  
2020-21 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	18,246,456	(364,749)	17,881,707
<b>Estimated Income</b>	49,235,956	28,777,064	78,013,020
<b>Estimated Expenditures</b>	49,153,036	28,145,062	77,298,098
<b>Change in Fund Balance</b>	82,920	632,002	714,922
<b>Projected Ending Fund Balance</b>	18,329,376	267,253	18,596,629
<b>Less: Restricted Program Carryovers</b>	-	267,253	267,253
<b>Less: Non-Spendable</b>			
<b>Prepaid Expenses</b>	375,869	-	375,869
<b>Revolving Cash Fund</b>	20,000	-	20,000
<b>Stores Inventory</b>	111,170	-	111,170
<b>Less: Assigned Vacation Carryover</b>	454,983	-	454,983
<b>Assigned Site Carryover Balances</b>	-	-	-
<b>Less: Economic Uncertainty Reserve</b>	2,318,943	-	2,318,943
<b>Less: Reserve for State Budget Uncertainty</b>	-	-	-
<b>Uncommitted/Unassigned/Unappropriated Fund Balance</b>	15,048,412	-	15,048,412
<b>Fund 17 Projected End of Year Balance</b>	3,135,746	-	3,135,746
<b>Projected Reserves</b>	20,503,101	-	20,503,101
	<u>October</u>	<u>September</u>	
<b>Projected Reserve % 2020-21<sup>1</sup></b>	26.52%	25.69%	
<b>Projected Reserve % 2021-22<sup>2</sup></b>	23.53%	21.36%	
<b>Projected Reserve % 2022-23<sup>2</sup></b>	13.26%	10.95%	

As a % of the Estimated Expense Total<sup>1</sup>

Based on Multi-Year Projection at 1st Interim- October 2020<sup>2</sup>

Discussion and/or Action Item F.1.4.  
Prepared by Karl Christensen  
December 15, 2020

Adoption of Resolution No. 2021-16 of the Santee School District Authorizing the Borrowing of Funds for Fiscal Year 2020-2021 and the Issuance and Sale of One or More Series of 2020-21 Tax and Revenue Anticipation Notes Therefor in an Amount Not to Exceed \$5,000,000 and Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes

**BACKGROUND:**

Due to enactment of apportionment deferrals by the State as a method for addressing a budget shortfall for their 2020-21 Adopted Budget, approximately 36% of the funds owed to the District in 2020-21 from February through June will not be paid until July through November of the 2021-22 fiscal year. This creates significant challenges for the District to ensure that its employees and vendors are paid on time.

While preliminary cash flow estimates indicate the District may be able to meet its financial obligations through June with internal cash, passage of this resolution will allow the District to issue Tax Revenue Anticipation Notes (TRANs) in February, up to a maximum of \$5 million, should it be necessary. The TRANs are being issued within a pool of San Diego County school districts, in coordination with the County Office of Education, in order to minimize issuance costs. A final decision to issue the TRANs must be made by January 15, 2021. This will be after the Governor issues his State budget proposal and will allow the District to have another month of actual cash flows to analyze to determine if a TRANs is truly needed.

If the District decides to not issue the TRANs, there would be no issuance or interest costs but the District may incur up to \$2,250 in administrative costs for pre-planning with the financial advisor.

Adoption of this resolution requires a roll-call vote.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution No. 2021-16 of the Santee School District authorizing the borrowing of funds for fiscal year 2020-2021 and the issuance and sale of one or more Series of 2020-21 Tax and Revenue Anticipation Notes therefor in an amount not to exceed \$5,000,000 and participation the San Diego County and School District Tax and Revenue Anticipation Note Program and requesting the Board of Supervisors of the County to issue and sell said notes.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

**FISCAL IMPACT:**

The fiscal impact will be up to \$2,250 if the District decides to not issue the TRAN. Otherwise, the fiscal impact estimate is \$11,000 in fees plus \$23,000 in interest costs if District decides to issue the TRAN with \$5 million in principal.

To be paid from the General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.4.

RESOLUTION NO. 2021-16

RESOLUTION OF SANTEE SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$5,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

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

**WHEREAS**, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2021 (the "Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2020-21 Tax and Revenue Anticipation Notes on a tax-exempt or taxable basis, with an appropriate series designation if more than one note is issued (collectively, the "Note");

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

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

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year



can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, certain Unrestricted Revenues attributable to the Repayment Fiscal Year (as such terms are herein defined) are to be deferred by the State until Fiscal Year 2021-22;

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

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

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

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

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

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

**WHEREAS**, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

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

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

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

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

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

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

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

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "Tax and Revenue Anticipation Note Program Note Participations," with an appropriate series designation, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed

12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate") on a tax-exempt or taxable basis.

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

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

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

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

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter

mentioned, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

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

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

circumstances under which they were made, not misleading, the District shall promptly notify the Municipal Advisor and the Underwriter.

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

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

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

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

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

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

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

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

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

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

to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

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

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

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

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

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

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

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

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

Section 10. Representations and Covenants.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

(N) Except for a Parity Note, if any, issued in accordance with Section 8 hereof, and any outstanding notes heretofore issued payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Municipal Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(P) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2019-2020 in at least the minimum amount recommended, and has budgeted to fund its Reserve for Economic Uncertainties for Fiscal Year 2020-2021 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

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

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

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

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

Section 12. Events of Default and Remedies.

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

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

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

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

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

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

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

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

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law

or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 22. Resolution Parameters.

- (a) Name of District: Santee School District
- (b) Maximum Amount of Borrowing: \$5,000,000
- (c) Authorized District Representatives:
  - (1) Superintendent
  - (2) Assistant Superintendent, Business Services
  - (3) Assistant Superintendent, Human Resources

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

**EXHIBIT A**

**FORM OF NOTES**

**SANTEE SCHOOL DISTRICT**

**COUNTY OF SAN DIEGO, CALIFORNIA**

**2020-21 TAX AND REVENUE ANTICIPATION NOTE**

<u>Interest Rate</u> %	<u>Maturity Date</u> December 31, 2021	<u>Date of Original Issue</u> _____, 2021

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

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

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



The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2021 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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

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

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

COUNTY OF SAN DIEGO

By: \_\_\_\_\_  
County Officer

Countersigned

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

SECRETARY'S CERTIFICATE

I, Kristin Baranski, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 15th day of December, 2020, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

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

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

Dated: December 15, 2020

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Kristin Baranski, Secretary of the Board

**TRUST AGREEMENT**

**by and among**

**WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee,**

**THE COUNTY OF SAN DIEGO**

**and**

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

**COUNTY OF SAN DIEGO  
AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATIONS  
SERIES 2020B-1**

**Dated as of February 1, 2021**

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## TRUST AGREEMENT

This Trust Agreement (the "Trust Agreement"), dated as of February 1, 2021, by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Trustee"), the County of San Diego (the "County") and the San Diego County School Districts named in Schedule I hereto (the "Districts");

### W I T N E S S E T H:

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

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

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

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

WHEREAS, each Issuer participating in the Program has executed a pricing confirmation, confirming the sale to J.P. Morgan Securities LLC (the "Purchaser") of its Note and the Note Participations (described herein) which evidence and represent proportionate and undivided interests in its Note and the Notes issued simultaneously by the other Issuers participating in the Program and constituting part of the same Series of Note Participations; and

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

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

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS; EQUAL SECURITY

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

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



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

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

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

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

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

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

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

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

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

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

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

“Interest Payment Date” means the Maturity Date.

“Maturity Date” means December 31, 2021.

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

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

“Note Participations” means the \$[Principal Amount] County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-1 authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The San Diego County Investment Pool; or

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

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

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

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

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

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

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

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

"Purchaser" means J.P. Morgan Securities LLC, as Purchaser of the Note Participations evidencing and representing interests in the Notes.

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

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

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

“Trust Agreement” means this Trust Agreement executed and entered into as of February 1, 2021, by and between the Trustee and the Issuers, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith.

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

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

## ARTICLE II

### CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

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

Each Issuer participating in the Program is the issuer of its Note which, when combined with the Notes of other Issuers participating in the Program and the same Series, shall be evidenced by the Note Participations which evidence and represent a proportionate and undivided interest in

the Note of each Issuer, such that each Issuer participating in the Program is severally, and not jointly, liable on each such Note Participation in the proportion that the face amount of such Issuer's Note bears to the total aggregate face amount of the Notes issued by all Issuers participating in the Program. Each Issuer participating in the Program has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that Issuer to prepare and execute the Note Participations and to deliver the Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

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

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

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

Section 2.03. Payment Dates of Note Participations. The Note Participations shall have the Principal Payment Date of December 31, 2021 and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$[Principal Amount], with interest thereon at the rate of [ ]% per annum.

The interest evidenced and represented by the Note Participations shall become due and payable on each Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Notes on such Interest Payment Date. The interest payable on the Notes and evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

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

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

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

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

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

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

shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

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

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

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

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Trustee, the Issuers and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such

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

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

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

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor



depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

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

### ARTICLE III

#### PROCEEDS OF NOTE PARTICIPATIONS

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

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

Proceeds Fund	\$
Costs of Issuance Fund	

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

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt of (i) a Request of the Auditor and Controller of the County, which shall be sequentially numbered, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On June 10, 2022, or on such earlier date upon Request of the Auditor and Controller of the County, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance (as identified in writing to the Trustee by the Issuers), including any additional fees or expenses of the Trustee, shall be transferred to the Note Participation Payment Fund and credited to the Payment

Accounts therein in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Issuer or based upon unused amounts deposited by each Issuer.

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

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

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

## ARTICLE IV

### TRUSTEE'S DUTIES REGARDING NOTES

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

## ARTICLE V

### NOTE PAYMENTS

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

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

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

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

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

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

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

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

## ARTICLE VI

### COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### DEFAULT AND LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE VIII

### THE TRUSTEE

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

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

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

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

Section 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, order, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may be counsel to the Issuers, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith. The Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X

### DEFEASANCE

#### Section 10.01. Discharge of Note Participations and Trust Agreement.

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

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

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

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

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

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

## ARTICLE XI

### CONTINUING DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

“MSRB” means the Municipal Securities Rule Making Board.

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



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

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

Section 11.03. Reporting of Listed Events.

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

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

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

governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving such Issuer or the sale of all or substantially all of the assets of such Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

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

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

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

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

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

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

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

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

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

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

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

(a) if the amendment or waiver relates to the provisions of Section 11.03 it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any of the Issuers or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in this Trust Agreement for amendments to this Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Issuers shall have delivered copies of such opinions and amendment to each Repository.

Section 11.07. Additional Information. Nothing in this Article XI shall be deemed to prevent the Issuers from disseminating any other information, using the means of dissemination set forth in this Article XI or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Article XI. If the Issuers choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Article XI, the Issuers shall have no obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11.08. Default. In the event of a failure of the Issuers or the Trustee to comply with any provision of this Article XI, (i) the Trustee shall, at the written request of any Participating Underwriter or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations (but only to the extent indemnified to its satisfaction from any liability or expenses, including, without limitation, fees, costs and expenses of its attorneys), or (ii) any Owner or beneficial owner of a Note Participation may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuers or Trustee, as the case may be, to comply with its obligations under this Article XI. A default under this Article XI shall not be deemed an “Event of Default” under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Article XI in the event of any failure of the Issuers or the Trustee to comply with this Article XI shall be an action to compel performance.

Section 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Article XI, and the Issuers agree to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the fees, costs and expenses (including attorneys’ fees, costs and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s or Trustee’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuers for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Issuers from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Issuers hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuers, Owners or any other party. The obligations of the Issuers under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

Section 11.10. Beneficiaries. This Article XI shall inure solely to the benefit of the Issuers, the Trustee, the Dissemination Agent, the Purchaser and the Participating Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuers, the Trustee, the Dissemination Agent and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Issuers shall be for the sole and exclusive benefit of the Trustee and the Owners and their successors.

Section 12.02. Successor Deemed Included in All References to Predecessor. Whenever either the Issuers, the Dissemination Agent, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuers or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Issuers or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Issuers or the Trustee in good faith and in accordance therewith.

Section 12.04. Waiver of Personal Liability. No supervisor, trustee, member, officer or employee of the Issuers shall be individually or personally liable for the payment of the interest or principal evidenced and represented by the Note Participations, but nothing contained herein shall relieve any trustee, member, officer or employee of the Issuers from the performance of any official duty provided by any applicable provisions of law or by the Notes or the Note Resolution.

Section 12.05. Acquisition of Note Participations by Issuers. All Note Participations acquired by the Issuers, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation and the principal amount thereof shall be credited towards the principal amount of such Issuer's Note and the interest thereon.

Section 12.06. Content of Certificates. Every Certificate of the Issuers with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a

statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Issuers may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Issuers, upon a representation by an officer or officers of the Issuers unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 12.07. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; provided, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

Section 12.08. Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee pursuant to Section 6.04(b) and for the protection of the security of the Note.

Section 12.09. Investments. Upon the Request of any Issuer, moneys held by the Trustee with respect to the corresponding Proceeds Subaccount or Payment Account of such Issuer, shall be invested in any of the Permitted Investments (immediately upon receipt of any such Request) which will, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder; and provided further, in the event it is not possible to immediately so invest any funds held hereunder, such funds shall be invested in the overnight sweep account of the Trustee upon receipt of written direction of the Issuer. In absence of any such Request of the Issuer, the Trustee shall hold such funds uninvested. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately for the respective Issuers. The Trustee may act as principal or agent in the acquisition or disposition

of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this section. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made. The parties acknowledge and agree that the Trustee is not providing investment supervision, recommendations, or advice in any respect under this Trust Agreement.

Moneys held by the Trustee in the Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the Issuers in writing. If no such written investment directions is received, the funds shall not be invested.

The Issuers acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuers the right to receive brokerage confirmations of security transactions as they occur, the Issuers specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuers periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

Section 12.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

Section 12.11. Entire Agreement; Partial Invalidity. This Trust Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Issuers or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Issuers and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the

fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 12.12. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12.13. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 800 Costa Mesa, California 92626-7121 Attention: Corporate Client Services
If to the Issuers:	To the individual addresses provided to the Trustee
If to the Purchaser:	J.P. Morgan Securities LLC 1415 L Street, Suite 650 Sacramento, California 95814

Section 12.14. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

Section 12.15. Execution in Counterparts. This Trust Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.



**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**COUNTY OF SAN DIEGO**

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

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**BONSALL UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CAJON VALLEY UNION  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CHULA VISITA ELEMENTARY  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**ESCONDIDO UNION SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**GROSSMONT UNION HIGH  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**JAMUL-DULZURA UNION  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**LA MESA-SPRING VALLEY  
SCHOOL DISTRICT**

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



**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**LAKESIDE UNION SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**MOUNTAIN EMPIRE UNIFIED  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**NATIONAL SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**OCEANSIDE UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**RAMONA UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**SANTEE ELEMENTARY  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**SOUTH BAY UNION SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**VISTA UNIFIED SCHOOL DISTRICT**

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



EXHIBIT A

**FORM OF NOTE PARTICIPATION**

No.

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATION, SERIES 2020B-1

Evidencing and Representing a Proportionate  
Undivided Interest of the Owner Hereof  
in Notes issued by San Diego County

<u>Interest Rate</u> ____%	<u>Principal Payment Date</u> December 31, 2021	<u>Date of Delivery</u> _____, 2021	<u>CUSIP</u> 797381__
-------------------------------	--	--	--------------------------

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: \$[Principal Amount]

THIS IS TO CERTIFY that the registered owner set forth above of this County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations Series 2020B-1 (the "Note Participation"), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by San Diego County (the "Issuer") all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Issuer with Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, as trustee (together with any successor thereto in accordance with the Trust Agreement, the "Trustee"). The Trustee may designate a different corporate trust office hereunder by an instrument in writing delivered to the County of San Diego.

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the "Principal Payment Date") set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner's proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date. In addition, the registered owner of this Note Participation is entitled to receive such registered owner's proportionate share of the interest payments on the Notes accruing from the date of initial issuance of the Notes and becoming due and payable on the Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum

by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled “County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-1” (the “Note Participations”) which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the “Trust Agreement”) dated as of February 1, 2021 by and between the Trustee and the County of San Diego. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer therefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Issuers in anticipation of the receipt

of taxes, income, revenue, cash receipts and other moneys to be received by the Issuer attributable to Fiscal Year 2020-2021, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Issuers and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the Notes identified in the Trust Agreement.

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

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: \_\_\_\_\_, 2020

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ whose tax identification number is \_\_\_\_\_ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

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

SIGNATURE GUARANTEED BY:

\_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

**EXHIBIT B**

**FORM REQUISITION FROM PROCEEDS ACCOUNT**

To: Wilmington Trust, National Association, as Trustee  
From: \_\_\_\_\_  
Dated Date: \_\_\_\_\_

Re: 2020-21 County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program (the "Program")

Requisition No. \_\_\_\_

The undersigned, on behalf of the \_\_\_\_\_ (the "Issuer"), hereby requests payment, from the Proceeds Subaccount of the Issuer pursuant to the Program, the amount of \$ \_\_\_\_\_ [by wire/check/ACH (circle one)] for purposes for which the Issuer is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABA#: \_\_\_\_\_

Account No.: \_\_\_\_\_

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby is for a purpose for which the Issuer is authorized to expend funds from the general fund of the Issuer.
2. Other funds of the Issuer are not readily available for expenditure for such purposes.
3. The representations of the Issuer set forth in Section 10 of the Resolution of the Issuer providing for the issuance and sale of a 2020-21 Tax and Revenue Anticipation Note (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

4. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

---

Authorized Issuer  
Representative

**EXHIBIT C**

**DEPOSIT NOTICE**

**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS**  
**Tax and Revenue Anticipation Note Program**  
**Note Participations, Series 2020B-1**

Name of Issuer: [name of issuer]

Today's Date: \_\_\_\_\_

Please indicate form of repayment below. PLEASE CONFIRM RECEIPT OF FAX BY CALLING  
CORPORATE TRUST

\_\_\_\_\_ – *voice*

\_\_\_\_\_ – *fax*

1. **WIRE TRANSFER:** Please make Check Payable to \_\_\_\_\_  
Reference: San Diego Schools [series name]  
[name of Issuer]

Send Check via overnight courier to:

Amount of Check: \$ \_\_\_\_\_ Date Mailed: \_\_\_\_\_

Via (type of deliver): \_\_\_\_\_

2. **WIRE TRANSFER**  
*Please provide the following information no later than one day before the wire*

Amount of Wire: \$ \_\_\_\_\_

**Date wire will be sent:** \_\_\_\_\_

Name of Sending Bank: \_\_\_\_\_

\_\_\_\_\_ Wiring Instruction are as follows:

ABA: \_\_\_\_\_  
ACCOUNT: \_\_\_\_\_  
Ref: San Diego Schools [series name] [name of Issuer]  
ATTN: \_\_\_\_\_

3. ACH TRANSFER: \* Automatic Clearing House Transfer Instruction

Date of Transfer \_\_\_\_\_  
Issuer's Bank Name: \_\_\_\_\_  
ABA: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Type (check one)  Checking  Savings  
Account Name: \_\_\_\_\_  
[name of District]  
Amount to Transfer: \$ \_\_\_\_\_  
Transfer Date: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

[Issuer]

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

\_\_\_\_\_ \* This type of repayment authorizes \_\_\_\_\_ to automatically debit the Issuer's account via ACH and requires the Issuer's authorized representative signature. The transfer will be initiated by \_\_\_\_\_ and the Transfer amount will be shown on the Issuer's account on the following business day.



**SCHEDULE I**

**PARTICIPATING ISSUERS**

Issuer	Principal Amount of Note
Bonsall Unified School District	\$
Cajon Valley Union School District	
Chula Vista Elementary School District	
Escondido Union School District	
Grossmont Union High School District	
Jamul-Dulzura Union School District	
La Mesa-Spring Valley School District	
Lakeside Union School District	
Mountain Empire Unified School District	
National School District	
Oceanside Unified School District	
Ramona Unified School District	
Santee Elementary School District	
South Bay Union School District	
Vista Unified School District	

**SCHEDULE II**

**SUBACCOUNT AMOUNTS**

<u>Issuer</u>	<u>Costs of Issuance</u>	<u>Proceeds Subaccount Deposit</u>
Bonsall Unified School District	\$	\$
Cajon Valley Union School District		
Chula Vista Elementary School District		
Escondido Union School District		
Grossmont Union High School District		
Jamul-Dulzura Union School District		
La Mesa-Spring Valley School District		
Lakeside Union School District		
Mountain Empire Unified School District		
National School District		
Oceanside Unified School District		
Ramona Unified School District		
Santee Elementary School District		
South Bay Union School District		
Vista Unified School District		

**TRUST AGREEMENT**

**by and among**

**WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee,**

**THE COUNTY OF SAN DIEGO**

**and**

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

**COUNTY OF SAN DIEGO  
AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATIONS  
SERIES 2020B-2**

**Dated as of February 1, 2021**

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## TRUST AGREEMENT

This Trust Agreement (the “Trust Agreement”), dated as of February 1, 2021, by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the “Trustee”), the County of San Diego (the “County”) and the San Diego County School Districts named in Schedule I hereto (the “Districts”);

### W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS; EQUAL SECURITY

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

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



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

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

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

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

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

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

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

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

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

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

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

“Interest Payment Date” means the Maturity Date.

“Maturity Date” means December 31, 2021.

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

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

“Note Participations” means the \$[Principal Amount] County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-2 authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The San Diego County Investment Pool; or

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

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

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

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

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

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

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

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

"Purchaser" means J.P. Morgan Securities LLC, as Purchaser of the Note Participations evidencing and representing interests in the Notes.

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

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

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

“Trust Agreement” means this Trust Agreement executed and entered into as of February 1, 2021, by and between the Trustee and the Issuers, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith.

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

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

## ARTICLE II

### CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

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

Each Issuer participating in the Program is the issuer of its Note which, when combined with the Notes of other Issuers participating in the Program and the same Series, shall be evidenced by the Note Participations which evidence and represent a proportionate and undivided interest in

the Note of each Issuer, such that each Issuer participating in the Program is severally, and not jointly, liable on each such Note Participation in the proportion that the face amount of such Issuer's Note bears to the total aggregate face amount of the Notes issued by all Issuers participating in the Program. Each Issuer participating in the Program has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that Issuer to prepare and execute the Note Participations and to deliver the Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

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

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

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

Section 2.03. Payment Dates of Note Participations. The Note Participations shall have the Principal Payment Date of December 31, 2021 and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$[Principal Amount], with interest thereon at the rate of [ ]% per annum.

The interest evidenced and represented by the Note Participations shall become due and payable on each Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Notes on such Interest Payment Date. The interest payable on the Notes and evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

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

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

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

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

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

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

shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

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

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

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

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Trustee, the Issuers and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such

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

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

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

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor



depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

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

### ARTICLE III

#### PROCEEDS OF NOTE PARTICIPATIONS

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

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

Proceeds Fund	\$
Costs of Issuance Fund	

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

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt of (i) a Request of the Auditor and Controller of the County, which shall be sequentially numbered, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On June 10, 2022, or on such earlier date upon Request of the Auditor and Controller of the County, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance (as identified in writing to the Trustee by the Issuers), including any additional fees or expenses of the Trustee, shall be transferred to the Note Participation Payment Fund and credited to the Payment

Accounts therein in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Issuer or based upon unused amounts deposited by each Issuer.

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

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

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

## ARTICLE IV

### TRUSTEE'S DUTIES REGARDING NOTES

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

## ARTICLE V

### NOTE PAYMENTS

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

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

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

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

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

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

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

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

## ARTICLE VI

### COVENANTS

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

Section 6.02. Amendment of Notes. The Issuers and the Trustee will not amend or permit the amendment of the Notes without (1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding; *provided* that no such amendment shall reduce the rate of interest or amount of principal or extend the time of payment thereof with respect to any Note.

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

Section 6.04. [Reserved].

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

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

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

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

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

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

any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Trust Agreement or discharge of the Notes.

## ARTICLE VII

### DEFAULT AND LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

Section 7.04. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting Issuer's Note and be applied by the Trustee after payment of all amounts due and payable under Section 8.03 hereof in the following order upon presentation of the several Note Participations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid; provided that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held hereunder any amount pursuant to such instructions required to be paid to the United States of America under the Code:

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

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

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

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

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

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

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

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

## ARTICLE VIII

### THE TRUSTEE

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



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

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

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

Section 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, order, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may be counsel to the Issuers, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith. The Trustee shall have no liability

for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

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

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

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

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

directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by any such party.

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

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

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

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

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

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

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

Section 8.05. Notices to Rating Agencies. The Trustee shall notify each Rating Agency, in writing, upon occurrence of any of the following events: (i) any amendment, supplement or other change to this Trust Agreement and (ii) any amendment, supplement or other change to any

Note Resolution (that the Trustee is aware of); provided, however, that the Trustee shall incur no liability for failure to so notify.

## ARTICLE IX

### AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

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

This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto without the written consents of any Owners, to the extent that such amendment shall not materially adversely affect the interests of the Owners, for any purpose including, without limitation, one or more of the following purposes

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

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

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

Section 9.02. Disqualified Note Participations. Note Participations held for the account of the Issuers (but excluding Note Participations held in any pension or retirement fund of the Issuers) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation

of Outstanding Note Participations provided herein, and shall not be entitled to consent to or take any other action provided herein, and the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for herein shall be deemed effective, to reveal if the Note Participations as to which such consent is given are disqualified as provided in this Section.

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

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Note Participations then Outstanding (exclusive of Note Participations disqualified as provided in Section 9.02 hereof) and notices shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Note Participations for which such consent is given, which proof shall be acceptable to the Trustee. Any such consent shall be binding upon the Owner of the Note Participation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the Trustee has received the required percentage of consents of the Owners of the Note Participations and acknowledged the same to the Issuers.

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

Section 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Note Participations may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Note Participation and presentation of the Note Participation for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Note Participation. If the Trustee shall so determine, new Note Participations so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Note Participations such new Note Participations shall be exchanged without

cost to each Owner for Note Participations then Outstanding at the office of the Trustee upon surrender of such Outstanding Note Participations. All Note Participations surrendered to the Trustee pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

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

## ARTICLE X

### DEFEASANCE

Section 10.01. Discharge of Note Participations and Trust Agreement.

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

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

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

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

Section 10.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal evidenced and represented by any Note Participations which remains unclaimed for two (2) years after the date when the payments evidenced and represented by such Note Participations have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and principal evidenced and represented by such Note Participations have become payable, shall be repaid by the Trustee to the Issuers as their interests appear as their absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Issuers for the payment of the interest and principal evidenced and represented by such Note Participations; provided, that before being required to make any such payment to the Issuers, the Trustee may, as a charge on such funds, give notice by mail to all Owners of Note Participations that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Issuers.

## ARTICLE XI

### CONTINUING DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

“MSRB” means the Municipal Securities Rule Making Board.

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

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

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

#### Section 11.03. Reporting of Listed Events.

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

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



11. rating changes;
12. bankruptcy, insolvency, receivership or similar event of such Issuer;

Note: for the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving such Issuer or the sale of all or substantially all of the assets of such Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

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

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

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

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

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

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

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

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

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

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

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

(a) if the amendment or waiver relates to the provisions of Section 11.03 it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any of the Issuers or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, have complied with the requirements of the Rule at the

time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in this Trust Agreement for amendments to this Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Issuers shall have delivered copies of such opinions and amendment to each Repository.

Section 11.07. Additional Information. Nothing in this Article XI shall be deemed to prevent the Issuers from disseminating any other information, using the means of dissemination set forth in this Article XI or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Article XI. If the Issuers choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Article XI, the Issuers shall have no obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11.08. Default. In the event of a failure of the Issuers or the Trustee to comply with any provision of this Article XI, (i) the Trustee shall, at the written request of any Participating Underwriter or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations (but only to the extent indemnified to its satisfaction from any liability or expenses, including, without limitation, fees, costs and expenses of its attorneys), or (ii) any Owner or beneficial owner of a Note Participation may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuers or Trustee, as the case may be, to comply with its obligations under this Article XI. A default under this Article XI shall not be deemed an "Event of Default" under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Article XI in the event of any failure of the Issuers or the Trustee to comply with this Article XI shall be an action to compel performance.

Section 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Article XI, and the Issuers agree to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the fees, costs and expenses (including attorneys' fees, costs and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or Trustee's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuers for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Issuers from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Issuers hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuers,

Owners or any other party. The obligations of the Issuers under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

Section 11.10. Beneficiaries. This Article XI shall inure solely to the benefit of the Issuers, the Trustee, the Dissemination Agent, the Purchaser and the Participating Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuers, the Trustee, the Dissemination Agent and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Issuers shall be for the sole and exclusive benefit of the Trustee and the Owners and their successors.

Section 12.02. Successor Deemed Included in All References to Predecessor. Whenever either the Issuers, the Dissemination Agent, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuers or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Issuers or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Issuers or the Trustee in good faith and in accordance therewith.

Section 12.04. Waiver of Personal Liability. No supervisor, trustee, member, officer or employee of the Issuers shall be individually or personally liable for the payment of the interest or principal evidenced and represented by the Note Participations, but nothing contained herein shall

relieve any trustee, member, officer or employee of the Issuers from the performance of any official duty provided by any applicable provisions of law or by the Notes or the Note Resolution.

Section 12.05. Acquisition of Note Participations by Issuers. All Note Participations acquired by the Issuers, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation and the principal amount thereof shall be credited towards the principal amount of such Issuer's Note and the interest thereon.

Section 12.06. Content of Certificates. Every Certificate of the Issuers with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Issuers may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Issuers, upon a representation by an officer or officers of the Issuers unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 12.07. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; provided, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

Section 12.08. Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee pursuant to Section 6.04(b) and for the protection of the security of the Note.

Section 12.09. Investments. Upon the Request of any Issuer, moneys held by the Trustee with respect to the corresponding Proceeds Subaccount or Payment Account of such Issuer, shall be invested in any of the Permitted Investments (immediately upon receipt of any such Request) which will, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder; and provided further, in the event it is not possible to immediately so invest any funds held hereunder, such funds shall be invested in the overnight sweep account of the Trustee upon receipt of written direction of the Issuer. In absence of any such Request of the Issuer, the Trustee shall hold such funds uninvested. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately for the respective Issuers. The Trustee may act as principal or agent in the acquisition or disposition of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this section. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made. The parties acknowledge and agree that the Trustee is not providing investment supervision, recommendations, or advice in any respect under this Trust Agreement.

Moneys held by the Trustee in the Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the Issuers in writing. If no such written investment directions is received, the funds shall not be invested.

The Issuers acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuers the right to receive brokerage confirmations of security transactions as they occur, the Issuers specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuers periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

Section 12.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

Section 12.11. Entire Agreement; Partial Invalidity. This Trust Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the

agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Issuers or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Issuers and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 12.12. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12.13. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 800 Costa Mesa, California 92626-7121 Attention: Corporate Client Services
If to the Issuers:	To the individual addresses provided to the Trustee
If to the Purchaser:	J.P. Morgan Securities LLC 1415 L Street, Suite 650 Sacramento, California 95814

Section 12.14. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

Section 12.15. Execution in Counterparts. This Trust Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**COUNTY OF SAN DIEGO**

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

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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



**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**BONSALL UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CAJON VALLEY UNION  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CHULA VISITA ELEMENTARY  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**ESCONDIDO UNION SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**GROSSMONT UNION HIGH  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**JAMUL-DULZURA UNION  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**LA MESA-SPRING VALLEY  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**LAKESIDE UNION SCHOOL DISTRICT**

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



**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**MOUNTAIN EMPIRE UNIFIED  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**NATIONAL SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**OCEANSIDE UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**RAMONA UNIFIED SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**SANTEE ELEMENTARY  
SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**SOUTH BAY UNION SCHOOL DISTRICT**

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

**IN WITNESS WHEREOF**, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**VISTA UNIFIED SCHOOL DISTRICT**

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

**EXHIBIT A**

**FORM OF NOTE PARTICIPATION**

No.

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATION, SERIES 2020B-2

Evidencing and Representing a Proportionate  
Undivided Interest of the Owner Hereof  
in Notes issued by San Diego County

<u>Interest Rate</u> ____%	<u>Principal Payment Date</u> December 31, 2021	<u>Date of Delivery</u> ____, 2021	<u>CUSIP</u> 797381__
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REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: \$[Principal Amount]

THIS IS TO CERTIFY that the registered owner set forth above of this County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations Series 2020B-2 (the "Note Participation"), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by San Diego County (the "Issuer") all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Issuer with Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, as trustee (together with any successor thereto in accordance with the Trust Agreement, the "Trustee"). The Trustee may designate a different corporate trust office hereunder by an instrument in writing delivered to the County of San Diego.

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the "Principal Payment Date") set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner's proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date. In addition, the registered owner of this Note Participation is entitled to receive such registered owner's proportionate share of the interest payments on the Notes accruing from the date of initial issuance of the Notes and becoming due and payable on the Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum



by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled “County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-2” (the “Note Participations”) which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the “Trust Agreement”) dated as of February 1, 2021 by and between the Trustee and the County of San Diego. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer therefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Issuers in anticipation of the receipt

of taxes, income, revenue, cash receipts and other moneys to be received by the Issuer attributable to Fiscal Year 2020-2021, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Issuers and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the Notes identified in the Trust Agreement.

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

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: \_\_\_\_\_, 2020

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ whose tax identification number is \_\_\_\_\_ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

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

SIGNATURE GUARANTEED BY:

\_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

**EXHIBIT B**

**FORM REQUISITION FROM PROCEEDS ACCOUNT**

To: Wilmington Trust, National Association, as Trustee  
From: \_\_\_\_\_  
Dated Date: \_\_\_\_\_

Re: 2020-21 County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program (the "Program")

Requisition No. \_\_\_\_

The undersigned, on behalf of the \_\_\_\_\_ (the "Issuer"), hereby requests payment, from the Proceeds Subaccount of the Issuer pursuant to the Program, the amount of \$ \_\_\_\_\_ [by wire/check/ACH (circle one)] for purposes for which the Issuer is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABA#: \_\_\_\_\_

Account No.: \_\_\_\_\_

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby is for a purpose for which the Issuer is authorized to expend funds from the general fund of the Issuer.
2. Other funds of the Issuer are not readily available for expenditure for such purposes.
3. The representations of the Issuer set forth in Section 10 of the Resolution of the Issuer providing for the issuance and sale of a 2020-21 Tax and Revenue Anticipation Note (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

4. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

---

Authorized Issuer  
Representative

**EXHIBIT C**

**DEPOSIT NOTICE**

**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
Tax and Revenue Anticipation Note Program  
Note Participations, Series 2020B-2**

Name of Issuer: [name of issuer]

Today's Date: \_\_\_\_\_

Please indicate form of repayment below. PLEASE CONFIRM RECEIPT OF FAX BY CALLING  
CORPORATE TRUST

\_\_\_\_\_ – *voice*

\_\_\_\_\_ – *fax*

1. WIRE TRANSFER: Please make Check Payable to \_\_\_\_\_  
Reference: San Diego Schools [series name]  
[name of Issuer]

Send Check via overnight courier to:

Amount of Check: \$ \_\_\_\_\_ Date Mailed: \_\_\_\_\_

Via (type of deliver): \_\_\_\_\_

2. WIRE TRANSFER  
*Please provide the following information no later than one day before the wire*

Amount of Wire: \$ \_\_\_\_\_

**Date wire will be sent:** \_\_\_\_\_

Name of Sending Bank: \_\_\_\_\_



**SCHEDULE I**

**PARTICIPATING ISSUERS**

<u>Issuer</u>	<u>Principal Amount of Note</u>
Bonsall Unified School District	\$
Cajon Valley Union School District	
Chula Vista Elementary School District	
Escondido Union School District	
Grossmont Union High School District	
Jamul-Dulzura Union School District	
La Mesa-Spring Valley School District	
Lakeside Union School District	
Mountain Empire Unified School District	
National School District	
Oceanside Unified School District	
Ramona Unified School District	
Santee Elementary School District	
South Bay Union School District	
Vista Unified School District	



**SCHEDULE II**

**SUBACCOUNT AMOUNTS**

<u>Issuer</u>	<u>Costs of Issuance</u>	<u>Proceeds Subaccount Deposit</u>
Bonsall Unified School District	\$	\$
Cajon Valley Union School District		
Chula Vista Elementary School District		
Escondido Union School District		
Grossmont Union High School District		
Jamul-Dulzura Union School District		
La Mesa-Spring Valley School District		
Lakeside Union School District		
Mountain Empire Unified School District		
National School District		
Oceanside Unified School District		
Ramona Unified School District		
Santee Elementary School District		
South Bay Union School District		
Vista Unified School District		

RATING:  
S&P: "\_\_\_"

(See "RATING" herein.)

*In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Participants, under existing statutes and court decisions and assuming continuing compliance with certain tax certifications described herein, (i) interest on the Series 2020B-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Series 2020B-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code. In the opinion of Bond Counsel to the Participants, interest and original issue discount (as described herein) on the Series 2020B-2 Note Participations is not excludable from gross income for United States federal income tax purposes. In addition, in the opinion of Bond Counsel to the Participants, under existing statutes, interest on the Note Participations is exempt from personal income taxes imposed by the State of California. See "TAX MATTERS – SERIES 2020B-1 NOTE PARTICIPATIONS" and "TAX MATTERS – SERIES 2020B-2 NOTE PARTICIPATIONS" herein.*

**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATIONS,**

**[\$B-1 Principal Amount] SERIES 2020B-1 (TAX-EXEMPT)**

**[\$B-2 Principal Amount] SERIES 2020B-2 (FEDERALLY TAXABLE)**

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof  
in 2020-21 Tax and Revenue Anticipation Notes of Certain School Districts within San Diego County

Series 2020B-1: \_\_\_% Priced to Yield \_\_\_%; CUSIP No.†: 797381 \_\_\_

Series 2020B-2: \_\_\_% Priced to Yield \_\_\_%; CUSIP No.†: 797381 \_\_\_

**Dated: February \_\_, 2021**

**Maturity Date: December 31, 2021**

The Note Participations (as hereinafter defined) will be delivered as fully registered certificates, without coupons, and when delivered will be registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. DTC will act as securities depository for the Note Participations. Individual purchases of beneficial interests in the Note Participations will be made in book-entry form only and in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of such beneficial interests will not receive physical delivery of the Note Participations. Principal of and interest on the Notes (as herein defined) represented by the Note Participations will be payable on the maturity date set forth above by the Trustee to DTC. DTC will in turn remit such principal and interest to the DTC Participants (as hereinafter defined), who will in turn remit such principal and interest to the Beneficial Owners (as hereinafter defined) of the Note Participations. See "DESCRIPTION OF THE NOTE PARTICIPATIONS – Book-Entry System" herein.

The Note Participations will not be subject to prepayment prior to maturity.

The Series 2020B-1 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of February 1, 2021 (the "Series 2020B-1 Trust Agreement"), by and among the County of San Diego (the "County"), the Participants identified herein under "THE PARTICIPANTS – Series 2020B-1 Participants" (the "Series 2020B-1 Participants") and Wilmington Trust, National Association (the "Trustee"). The Series 2020B-2 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of February 1, 2021 (the "Series 2020B-2 Trust Agreement" and together with the Series 2020B-1 Trust Agreement, the "Trust Agreements"), by and among the County, the Participants identified herein under "THE PARTICIPANTS – Series 2020B-2 Participants" (the "Series 2020B-2 Participants") and together with the Series 2020B-1 Participants, the "Participants") and the Trustee. The Note Participations mature on the maturity date set forth above and evidence and represent a proportionate and undivided interest in the 2020-21 Tax and Revenue Anticipation Notes (individually, a "Note" and collectively, the "Notes") issued by the County on behalf of all Participants and debt service payments on the Notes to be made by the Participants.

The Notes are being issued to provide operating cash for the Participants' working capital expenditures and the investment and reinvestment of funds for the Participants prior to the receipt of anticipated tax payments and other revenues, identified in each Trust Agreement, provided for or attributable to Fiscal Year 2020-21. Each Participant has pledged certain Unrestricted Revenues as described herein for the payment of the principal of and interest on its respective Note, provided that no Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from revenues pledged for the payment of the Notes, the Notes shall be paid with interest thereon from any other moneys of the Participants lawfully available therefor.

Payments by a Participant of the principal of and interest on its Note shall fully discharge the obligation of such Participant to the Owners of the Note Participations, notwithstanding nonpayment by one or more other Participants. **The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its applicable Note Resolution and Note.**

**THE NOTE PARTICIPATIONS ARE LIMITED OBLIGATIONS OF EACH PARTICIPANT PAYABLE SOLELY FROM CERTAIN FUNDS PLEDGED UNDER THE RESPECTIVE TRUST AGREEMENT. THE OBLIGATION OF EACH PARTICIPANT TO PAY PRINCIPAL OF AND INTEREST ON THE NOTE PARTICIPATIONS DOES NOT CONSTITUTE A DEBT OF THE PARTICIPANT, THE COUNTY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

*The Note Participations will be offered in book-entry form when, and if executed and delivered, subject to approval as to their legality by Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel to the County, and*

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*for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. It is anticipated that the Note Participations, in book-entry form, will be available for delivery through the facilities of DTC on or about February \_\_, 2021.*

**J.P. Morgan**

**Citigroup**

**Dated: \_\_\_\_\_, 2021**

**PARTICIPANTS**

**SERIES 2020B-1 PARTICIPANTS**

[To come]

**SERIES 2020B-2 PARTICIPANTS**

[To come]

**COUNTY OF SAN DIEGO  
BOARD OF SUPERVISORS**

Greg Cox, Chair	First District
Jim Desmond, Vice Chair	Fifth District
Dianne Jacob	Second District
Kristin Gaspar	Third District
Nathan Fletcher	Fourth District

\*\*\*\*\*

**COUNTY OFFICIALS**

Helen N. Robbins-Meyer, *Chief Administrative Officer*  
Dan McAllister, *Treasurer – Tax Collector*  
Tracy M. Sandoval, *Assistant Chief Administrative Officer*  
Ebony N. Shelton, *Deputy Chief Administrative Officer / Chief Financial Officer*  
Thomas E. Montgomery, *County Counsel*

\*\*\*\*\*

**SPECIAL SERVICES**

*Bond Counsel and Disclosure Counsel*  
Hawkins Delafield & Wood LLP  
Los Angeles, California

*Municipal Advisor to School District Participants*  
Government Financial Strategies inc.  
Sacramento, California

*Trustee*  
Wilmington Trust, National Association  
Costa Mesa, California

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offers made hereby and, if given or made, such information or representation must not be relied upon as having been authorized by the Participants. This Official Statement does not constitute an offer to sell the Note Participations in any state or other jurisdiction to any person to whom it is unlawful to make such an offer in such state or jurisdiction.

This Official Statement is not to be construed as a contract with the purchasers of the Note Participations. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The information set forth herein has been provided by the Participants and other sources that are believed by the Participants to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information and expression of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Participants since the date hereof. This Official Statement is submitted with respect to the sale of the Note Participations referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the County. All summaries of the Note Participations, the Notes, the Note Resolutions, the Trust Agreements, the Investment Agreement, if any (each as defined herein), and other documents, are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Participants.

This Official Statement is submitted in connection with the execution and delivery of the Note Participations referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTE PARTICIPATIONS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE NOTE PARTICIPATIONS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM  
NOTE PARTICIPATIONS,  
\$[B-1 Principal Amount] SERIES 2020B-1 (TAX-EXEMPT)  
\$[B-2 Principal Amount] SERIES 2020B-2 (FEDERALLY TAXABLE)**

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof  
in 2020-21 Tax and Revenue Anticipation Notes of Certain School Districts within San Diego County

**INTRODUCTION**

*This Introduction is not a summary of this Official Statement. It is only a brief description of and is qualified by a more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents described herein. References to and summaries of provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions.*

This Official Statement, including the cover page, table of contents and appendices, sets forth certain information concerning the \$[B-1 Principal Amount] aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2020B-1 (Tax-Exempt) (the “Series 2020B-1 Note Participations”) and \$[B-2 Principal Amount] aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2020B-2 (Federally Taxable) (the “Series 2020B-2 Note Participations,” and together with the Series 2020B-1 Note Participations, the “Note Participations”), each comprised of Note Participations maturing on December 31, 2021. The Note Participations evidence and represent proportionate and undivided interests of the owners thereof in the 2020-21 Tax and Revenue Anticipation Notes (individually, a “Note” and collectively, the “Notes”), as identified in the respective Trust Agreement (as herein defined), issued by the County of San Diego (the “County”) on behalf of the various school districts, as further described under the “THE PARTICIPANTS” herein (the “Participants”) located in San Diego County, California, and the debt service payments on the Notes to be made by the Participants. Each Note is issued pursuant to Article 7.6, Chapter 4, Part 1, Division 2, Title 5 (commencing with Section 53850) of the California Government Code (the “Government Code”) and in accordance with a resolution adopted by the Board of Supervisors of the County (the “Board”) on behalf of each Participant and a resolution adopted by each Participant (each a “Note Resolution”).

The Series 2020B-1 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of February 1, 2021 (the “Series 2020B-1 Trust Agreement”), by and among the County, the Participants identified herein under “THE PARTICIPANTS – Series 2020B-1 Participants” (the “Series 2020B-1 Participants”), and Wilmington Trust, National Association (the “Trustee”). The Series 2020B-2 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of February 1, 2021 (the “Series 2020B-2 Trust Agreement” and together with the Series 2020B-1 Trust Agreement, the “Trust Agreements” and each a “Trust Agreement”), by and among the County, the Participants identified herein under “THE PARTICIPANTS – Series 2020B-2 Participants” (the “Series 2020B-2 Participants”), and the Trustee. See APPENDICES A and B for a summary description of certain information respecting each Participant.

The Note Participations will be executed and delivered in an aggregate principal amount equal to the aggregate principal amount of the Notes. The Notes represented by the Note Participations are being issued to provide operating cash for the current working capital expenditures, capital expenditures and the investment and reinvestment of funds prior to the receipt of anticipated tax payments and other revenues

for the respective Participants. Imbalances in the Participants' cash flows, resulting from the timing of expenditures and receipts, require that the Participants borrow funds to meet all scheduled disbursements, including current expenses, capital expenditures, and the discharge of other obligations or indebtedness of the Participants.

Each Participant has pledged, pursuant to Section 53856 of the Government Code and its respective Note Resolution for the payment of principal of and interest on its respective Note, certain Unrestricted Revenues (as hereinafter defined, the "Pledged Revenues") which are received, accrued or held by the Participant and are attributable to the 2020-21 Fiscal Year, and the principal of its Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the Participant from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the Participant provided for or attributable to the 2020-21 Fiscal Year and available therefor (all as provided for in Sections 53856 and 53857 of the Government Code). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners (as defined below) shall have a first lien and charge on such Unrestricted Revenues as provided in the respective Trust Agreement which are received, accrued or held by the Participant and are attributable to the 2020-21 Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the related Participant's Note is set aside and used for said special purpose. **Notwithstanding the foregoing, Unrestricted Revenues pledged by the Participants to the payment of the Notes represented by their respective Note Participations as Pledged Revenues shall not include any amounts pledged by the Participants to the payment of any temporary transfer of funds by the Treasurer-Tax Collector of the County (the "Treasurer-Tax Collector") pursuant to Section 6 of Article XVI of the California Constitution (the "Temporary Transfers"), which transfers are referred to as Treasurer's Loans from time to time.**

Each Participant has agreed pursuant to its respective Note Resolution to cause to be deposited with the Trustee an amount, together with interest earnings thereon, equal to the principal amount of and interest due on its respective Note from Pledged Revenues received by the Participant in certain sequentially numbered Repayment Dates (as defined in the respective Notes). See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS" herein.

**No Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from such Pledged Revenues, the Notes shall be paid, with interest thereon, from any other moneys of the respective Participants lawfully available therefor pursuant to Section 53857 of the Government Code. The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its applicable Note Resolution and Note. See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS" herein.**

The Participants may issue, upon satisfaction of certain conditions in the Participant's respective authorizing resolutions, additional notes secured by a pledge of Pledged Revenues on a parity with or subordinate to the pledge of Pledged Revenues for the Notes. See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS – Additional Notes" herein.

All quotations from and summaries and explanations of provisions of the laws of the State of California (the "State") and acts and proceedings of the Participants contained herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof, and all references to the Note Participations, the Notes, the Note Resolutions and the proceedings of the

Participants relating thereto, are qualified in their entirety by reference to the definitive forms of the Note Participations, the Notes and such proceedings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreements and, where the context indicates, the respective Note Resolution.

### **COVID-19**

The ongoing COVID-19 Pandemic (the “Pandemic”) and the actions taken by the federal, State, and local governments have had an immediate impact on the operations and finances of the Participants. Additional impacts of COVID-19 on the Participants will depend on future events, including future events outside of the control of the Participants, and actions by the federal government and the State. The Participants cannot predict the extent or duration of the Pandemic or what overall impact it may have on the Participants’ respective financial conditions or operations. Any financial information, including projections, forecasts and budgets presented herein do not account for the potential effects of COVID-19 unless specifically referenced. For further information concerning the potential effects of the Pandemic on the Participants, see APPENDIX A – “COVID-19 AND RELATED EVENTS.”

### **THE TRANSACTION**

On the date of issuance of the Notes and the execution and delivery of the Note Participations (the “Closing Date”) the following transactions shall occur simultaneously in accordance with the Trust Agreements: (a) the County shall deposit each respective Note, on behalf of each Participant, in trust with the Trustee, who shall hold such Notes in trust until their maturity; (b) the Trustee shall execute and deliver the related Note Participations, registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee, for the benefit, under the respective Trust Agreement, of the beneficial owners of interests in the Note Participations described herein (“Beneficial Owners”); and (c) the proceeds of the Note Participations shall be deposited and disbursed as set forth in the respective Trust Agreement.

The purchase price for the Notes shall be derived solely from the proceeds received from the sale of the Note Participations, which shall be an amount equal to the principal amount of the Notes, less any underwriters’ discount and original issue discount and plus any original issue premium. The Note Participations shall represent undivided, proportionate interests in the respective Notes and the debt service payments to be made by the Participants under the respective Notes. Principal and interest payments made by the Participants to the Trustee shall be remitted by wire transfer to DTC or its nominee which in turn will remit such payments to participants in DTC (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. See “DESCRIPTION OF THE NOTE PARTICIPATIONS – Book-Entry System” herein. Pursuant to the respective Trust Agreement, the Trustee agrees to transfer all such debt service payments as may be received from the related Participants to DTC, as Registered Owner of the Note Participations (the “Owner”), and the Trustee agrees to hold the Notes until their maturity for the benefit of the Beneficial Owners. Neither the Trustee nor the Participants shall have any further liability with respect to payments of principal of and interest on the Notes represented by the Note Participations or any fiduciary responsibility to the Owners or the Beneficial Owners except as expressly set forth in the applicable Trust Agreement or the terms of the Note Participations. See “SUMMARY OF THE TRUST AGREEMENTS” herein.

## DESCRIPTION OF THE NOTE PARTICIPATIONS

### The Note Participations

The Note Participations will be executed and delivered as fully registered certificates, without coupons. The Note Participations will be dated, will mature and will have an interest component calculated at the rates per annum, all as shown on the cover page hereof. Principal with respect to the Notes will be payable on the Maturity Date (as defined in each Participant's Note). Principal and interest with respect to the Notes will be payable on their respective Maturity Dates (as defined in each Participant's Note). Principal of and interest due on the Notes represented by the Note Participations will be payable by the Trustee to DTC, which will in turn remit such principal and interest to the DTC Participants. It is the responsibility of the DTC Participants to remit such principal and interest to the Beneficial Owners. See "Book-Entry System" below. The Note Participations and the Notes evidenced thereby are not subject to redemption prior to maturity.

### Book-Entry System

*The information hereunder concerning DTC and DTC's book-entry only system has been obtained from DTC and the Participants take no responsibility for the completeness or accuracy thereof. The Participants, the Trustee and the Underwriters cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Note Participations, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Note Participations, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Note Participations, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The Participants, the Trustee and the Underwriters are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Note Participations or an error or delay relating thereto. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company will act as securities depository for the Note Participations. The Note Participations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Note Participations and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National

Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”) rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). Information on this website is not incorporated herein.

3. Purchases of the Note Participations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Note Participations on DTC’s records. The ownership interest of each actual purchaser of each Note Participation (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Note Participations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Note Participations, except in the event that use of the book-entry system for the Note Participations is discontinued.

4. To facilitate subsequent transfers, all Note Participations deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Note Participations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Note Participations; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Note Participations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Note Participations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Note Participations, such as redemptions, defaults, and proposed amendments to the financing documents.

6. Redemption notices shall be sent to DTC. If less than all of the Note Participations within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Note Participations unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Note Participations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds on the Note Participations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the

Participants or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Participants or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Participants or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Note Participations at any time by giving reasonable notice to the Participants or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note Participation certificates are required to be printed and delivered.

11. The Participants may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificated Note Participations will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Participants believes to be reliable, but the Participants take no responsibility for the accuracy thereof.

NEITHER THE PARTICIPANTS, THE COUNTY, THE TRUSTEE NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OF DTC OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST ON NOTE PARTICIPATIONS; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THE INDENTURE; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE NOTE PARTICIPATIONS.

## SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS

### The Notes

The Note Participations evidence and represent proportionate and undivided interests in the Notes and in debt service payments attributable to the Note Participations to be made thereon by the respective Participants. The Notes are general obligations of the respective Participants and, to the extent not paid as identified in each Trust Agreement from the pledged moneys herein described, shall be paid from any other moneys of the Participants lawfully available therefor. However, except for the Pledged Revenues described herein, the Participants are not prohibited from pledging, encumbering and utilizing other moneys for other purposes and there can be no assurance that such other moneys will be available for the payment of the principal of and interest on the Notes represented by the Note Participations and the Notes evidenced thereby. **No Participant has any obligation to pay the principal of or interest on the Note of any other Participant.**

The Notes represented by the Note Participations are secured by the Pledged Revenues as identified in each Trust Agreement and as described herein of the Participants. See APPENDIX A – “INFORMATION REGARDING THE PARTICIPANTS” for more information on the Participants.

### **Pledged Revenues**

As security for the Notes, the Participants have each pledged certain Unrestricted Revenues (as hereinafter defined, the “Pledged Revenues”) which are received, accrued or held by the Participant and are attributable to the 2020-21 Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the Participant from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the Participant provided for or attributable to the 2020-21 Fiscal Year and available therefor (all as provided for in Sections 53856 and 53857 of the Government Code). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners shall have a first lien and charge on such Unrestricted Revenues as provided in the respective Trust Agreement which are received, accrued or held by the Participant and are attributable to the 2020-21 Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude moneys which, when received by a Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of its Note is set aside and used for said special purpose. **Notwithstanding the foregoing, Unrestricted Revenues pledged by the Participants to the payment of the Notes represented by the Note Participations as Pledged Revenues shall not include any amounts pledged by the Participants to the payment of any Treasurer Temporary Transfers.**

To effect the pledge referred to in the preceding paragraph, each Participant has agreed pursuant to its respective Note Resolution to the establishment and maintenance by the Trustee of a Payment Account as a special fund of such Participant (each, a “Payment Account”) within the Note Participation Payment Fund under the related Trust Agreement. Each Participant has agreed to cause to be deposited directly in its Payment Account on the Repayment Dates (as defined in such Participant’s Note) Pledged Revenues until the amount on deposit in such account is equal on the respective Repayment Dates to the percentages of the principal of the Note due at maturity and interest due on the Note on the Payment Dates. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in each Trust Agreement, with a fixed rate of return through the Maturity Date. In the event that on each such Repayment Date, such Participant has not received an amount sufficient to deposit into its Payment Account the full amount of Pledged Revenues, then the amount of any deficiency will be satisfied and made up from any other moneys of such Participant lawfully available for the payment of the principal of its Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. The schedule of Pledged Revenue deposits, including the percentage of aggregate principal and interest to be set aside on the applicable Repayment Dates, is set forth in APPENDIX C – “SCHEDULE OF PLEDGED REVENUE DEPOSITS” attached hereto.

On each Payment Date, the moneys in the respective Payment Accounts shall be transferred by the Trustee, to the extent necessary, to pay the interest on, or principal of and interest on, the Notes, as applicable. In the event that moneys in any Payment Account are insufficient to pay the interest on, or the principal of and interest on, the related Note in full on the applicable Payment Date, moneys in such Payment Account shall be applied first to pay interest on the related Note and second to pay principal of the related Note. See APPENDIX E – “PARTICIPANT NOTE AMOUNTS AND COVERAGE ANALYSIS” attached hereto.



## Payment Accounts

In accordance with the provisions of the respective Trust Agreement, all principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms of the related Trust Agreement and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund established thereunder, and all money in such fund shall be held in trust by the Trustee for the benefit of the Participant submitting such money until deposited for the payment of principal and interest in connection with the Note Participations, whereupon such money shall be held in trust in such accounts by the Trustee for the benefit and security of the Owners as set forth in the related Trust Agreement. Pursuant to each Note Resolution, each Participant is required to deposit amounts with the Trustee on the dates identified as such Participant's Repayment Dates until the amount on deposit in such Participant's Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the interest, or the principal and interest, as applicable, due on such Participant's Note on each Payment Date. Pursuant to each Participant's Note Resolution, the maximum number of Repayment Dates for each Participant shall be six. If any Participant fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Participant of such failure. If the Trustee receives Payment Account deposits from a Participant in excess of the amounts required to pay the principal of and interest due on such Participant's Note on the Principal Payment Date, such excess amounts shall remain in the appropriate Participant's Payment Account in the Note Participation Payment Fund and shall be transferred to such Participant following payment of the amount of Note Participations evidencing and representing such Participant's Note. **The Participants, to the extent they have any interest in such fund, pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund and their respective Payment Account therein to the Trustee for the benefit of the Owners. Moneys in any Participant's Payment Account will neither be available nor used in any manner (directly or indirectly) to make up any deficiency in the Payment Account of another Participant or for payment of principal of and interest on any other Participant's Note.**

## Expedited Procedure for Deposits into Payment Accounts

Each Participant has covenanted to cause its funds, to the extent available, to be transferred by the Treasurer-Tax Collector from its general fund at the Treasurer-Tax Collector's office, or from the Participant's Proceeds Subaccount (as hereinafter defined) held by the Trustee, for deposit and credit to such Participant's Payment Account under the respective Trust Agreement, in an amount equal to the principal and interest due on the Participant's Note on each Repayment Date. Unless otherwise instructed by the Participant, the Trustee shall first cause the respective Participant's funds, to the extent available, to be transferred from the Participants' general fund at the Treasurer-Tax Collector's office to the Participant's Payment Account. The Trustee shall cause the balance, if any, required to be transferred on each Repayment Date to be deposited into each Participant's respective Proceeds Subaccount.

## Additional Notes

Each Participant may at any time during the 2020-21 Fiscal Year issue or provide for the issuance of an additional note secured by a pledge of Pledged Revenues on a parity with the pledge of Pledged Revenues for the Notes (the "Parity Note"); provided that (i) such Participant shall have received confirmation from each rating agency rating its outstanding Note or Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the Participant's

outstanding Note and (iii) such Participant shall have received the written consent of the credit provider, if any, to the issuance of the Parity Note.

Each Participant may also issue, upon satisfaction of certain conditions in the Participant's respective authorizing resolution, additional notes secured by a pledge of Pledged Revenues subordinate to the pledge of Pledged Revenues for the Notes.

## SUMMARY OF THE NOTE RESOLUTIONS

### Covenants of the Participants

In its respective Note Resolution, each Participant has approved and authorized, on its behalf, the execution of the applicable Trust Agreement and its respective Note and has represented or covenanted, among other things, the following:

(A) The Participant has (or will have prior to the issuance of its Note) duly, regularly and properly adopted a preliminary budget for Fiscal Year 2020-21 setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The Participant will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the municipal advisor to the Participants and the Underwriters (or owner of the Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(B) The sum of the principal amount of the Participant's Note and any outstanding note payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, plus the interest payable thereon, on the date of its issuance, will not exceed eighty-five percent (85%) of the estimated amounts of such Participant's uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys to be received or accrued by such Participant for the general fund of such Participant and provided for or attributable to Fiscal Year 2020-21, all of which will be legally available to pay principal of and interest on such outstanding note and the Note (exclusive of any moneys required to be used to repay a treasurer's loan, if any).

(C) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the Participant's boundaries in each of the last five fiscal years for which information is available, and such Participant, as of the date of adoption of its Note Resolution and on the date of issuance of its Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for Fiscal Year 2020-21.

(D) The Participant is not currently in default, on any debt obligation and, to the best knowledge of such Participant, has never defaulted on any debt obligation.

(E) The Participant and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of its Note Resolution and its Note.

(F) Except for a Parity Note, if any, the Participant shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues under its Note Resolution.

(G) The Participant will maintain a positive general fund balance in Fiscal Year 2020-21.

(H) Each of the Participants has funded its Reserve for Economic Uncertainties for Fiscal Year 2019-20 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2020-21 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

### **Events of Default**

Pursuant to each respective Participant's Note Resolution, if any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under such Note Resolution:

(A) Failure by the Participant to make or cause to be made the deposits to its Payment Account or any other payment required to be paid under its Note Resolution on or before the date on which such deposit or other payment is due and payable;

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

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

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

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

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

(G) An "Event of Default" under the terms of the resolution of the County providing for the issuance of the Notes.

### **Remedies**

Whenever any Event of Default under any Note Resolution shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided under the applicable Note Resolution or by

law or under the applicable Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the affected Note to be immediately due and payable, require the related Participant to pay to the Trustee, for deposit into the Payment Account of the Participant in the Note Participation Payment Fund under the related Trust Agreement, an amount equal to the principal of its Note and interest thereon to maturity, plus all other amounts due under the related Note Resolution, and upon notice to the Participant the same shall become immediately due and payable by the Participant without further notice or demand; and

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

## **SUMMARY OF THE TRUST AGREEMENTS**

### **General**

Pursuant to the Series 2020B-1 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2020B-1 Note Participations, and pursuant to the Series 2020B-2 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2020B-2 Note Participations, in each case with the duty to hold the related Notes in trust until maturity for the benefit of the Owners of the related Note Participations. The payments on the Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the related Note Participations, and the Notes or payments thereon shall not be used for any other purpose while any of the related Note Participations remain Outstanding.

### **Deposit of the Notes, Note Proceeds and Note Payments**

Pursuant to each Trust Agreement, the respective Notes, as evidenced and represented by the respective Note Participations, shall be irrevocably deposited with and pledged and transferred to the Trustee, which is the registered owner of each Note for the benefit of the Owners of the respective Note Participations and the payments on the respective Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the respective Note Participations, and the respective Notes shall not be used for any other purpose while the respective Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms of the applicable Trust Agreement.

The Trustee shall execute and deliver the Note Participations evidencing and representing the aggregate principal amount of the respective Notes. The obligation of each Participant to Owners is a several and not a joint obligation and is strictly limited to the Participant's repayment obligation under its Resolution and its Note. The net proceeds from the sale of the Note Participations will be deposited with the Trustee for the payment of certain costs of issuance and for deposit into the Proceeds Fund and credited to subaccounts of that Fund (the "Proceeds Subaccounts"), one of which shall be established for each of the Participants under the applicable Trust Agreement. All money in the Proceeds Fund shall be held by the Trustee in trust. Moneys in the Proceeds Subaccount of each Participant shall be disbursed to that Participant from time to time, as soon as practical, pursuant to a requisition of the Participant, for any purpose for which the Participant is authorized to expend moneys.

All principal and interest payments on the Notes shall be paid directly by the Participants to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by

the Trustee under the terms of the related Trust Agreement and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund established under the related Trust Agreement, which fund the Trustee shall maintain so long as any related Note Participations are Outstanding, and all money in such fund shall be held in trust by the Trustee for the benefit of the Participant submitting such money until deposited in the Interest Fund and Principal Fund established under the related Trust Agreement in accordance with such related Trust Agreement, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided in the related Trust Agreement. Pursuant to each Participant's Note Resolution, each Participant is required to deposit amounts with the Trustee on the dates identified as such Participant's Repayment Dates. Any such deposit may take into consideration anticipated investment earnings on amounts deposited or in an investment agreement through the Maturity Date. If any Participant fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Participant and S&P of such failure.

Upon written instruction from any Authorized District Representative, to the extent that the Trustee holds moneys and/or securities in a Participant's Proceeds Subaccount, there shall be transferred to such Participant's Payment Account in the Note Participation Payment Fund, under the respective Trust Agreement, from the Proceeds Subaccount of such Participant on any Repayment Date, the amount stated in such instruction, but not more than an amount equal to the percentages of the principal of and interest due on such Participant's Note at maturity for the corresponding Repayment Date designated on the face of each such Participant's Note.

### **Investments**

Any money held by the Trustee in the Note Participation Payment Fund and the Proceeds Fund under the respective Trust Agreement may, to the fullest extent practicable, be invested under one or more investment agreement(s) meeting the requirements of the applicable Trust Agreement (the "Investment Agreements"); provided that, upon the request of any Participant, moneys held by the Trustee with respect to such Participant's Proceeds Subaccount or Payment Account of such Participant, shall be invested, by the Trustee in any of the other Permitted Investments as described in and under the terms of the applicable Trust Agreement. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately by the Trustee. See "INVESTMENT OF PARTICIPANT FUNDS" herein.

The Trustee may act as principal or agent in the acquisition or disposition of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment, commingle any of the moneys held by it under the Trust Agreements. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with the Trust Agreements. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made.

Moneys held by the Trustee in each respective Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the County, as representative of the Participants, in writing. "Permitted Investments" include each of the following to the extent then permitted by law:

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

(2) Any obligations which are then legal investments for moneys of the Participants under the laws of the State of California; *provided*, that if such investments are not fully insured by the Federal Deposit Insurance Corporation, such investments shall be, or shall be issued by entities the debt securities of which are, rated in the highest short-term or one of the two highest long-term rating categories by Moody's Investors Service ("Moody's") and S&P, including any fund for which the Trustee, or any of its affiliates provides management, advisory, or sponsorship service;

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

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

(5) The San Diego County Investment Pool;

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

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

#### **Events of Default**

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

The Owners of Note Participations, for purposes of the respective Trust Agreement and the Note Resolutions, to the extent of their interests, shall be treated as owners of the respective Notes and shall be

entitled to all rights and security of the owners of Notes pursuant to the respective Note and Note Resolution and the respective Trust Agreement, and shall be treated for all purposes as owners of the respective Notes. The Trustee shall have the right: (a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights under the respective Trust Agreement against any Participant that is a party to such Trust Agreement or any trustee, member, officer or employee thereof, and to compel such Participant or any such trustee, member, officer or employee thereof to observe or perform its or their duties under applicable law and the agreements, conditions, covenants and terms contained in the applicable Trust Agreement, or in the applicable Note and Note Resolution, required to be observed or performed by it or them; (b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or (c) by suit in equity upon the happening of any default under the Trust Agreement to require any Participant and any trustee, member, officer and employee thereof to account as the trustee of any express trust.

### **Application of Funds Upon Event of Default**

All moneys received by the Trustee pursuant to any right given or action taken upon the occurrence of an Event of Default pursuant to each Trust Agreement shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting Participant's Note and be applied by the Trustee after payment of its costs in accordance with the applicable Trust Agreement in the following order; *provided* that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held under the Series 2020B-1 Trust Agreement any amount pursuant to such instructions required to be paid to the United States of America under the Internal Revenue Code of 1986, as amended, and the regulations issued or applicable thereunder:

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

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

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

### **INVESTMENT OF PARTICIPANT FUNDS**

Pursuant to the Education Code, the Participants' operating funds are generally deposited into the County Treasury to the credit of the proper fund of the respective Participant. In the case of the Note Participations, the net proceeds attributable to such Participant will be initially credited to subaccounts of the Proceeds Fund, one of which shall be established for each Participant, and subsequently transferred to the County Treasury to the credit of the general fund of the respective Participant. See also "SUMMARY OF THE TRUST AGREEMENT – Investments" herein and APPENDIX A – "INFORMATION REGARDING THE PARTICIPANTS – San Diego County Investment Pool" attached hereto.

## THE SERIES 2020B-1 PARTICIPANTS

### Series 2020B-1 Participants

The Series 2020B-1 Participants and the principal amount of the Notes issued by each such Series 2020B-1 Participant are set forth below:

<u>Participants</u>	<u>Principal Amounts</u>
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\$

### Series 2020B-2 Participations

The Series 2020B-2 Participants and the principal amount of the Notes issued by each such Series 2020B-2 Participant are set forth below:

<u>Participants</u>	<u>Principal Amounts</u>
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\$

## LIMITATIONS ON REMEDIES

The source of repayment of the Note Participations is debt service payments on the Notes. A Participant is liable on its Note (even in the event that such Note becomes a Defaulted Note) only to the extent of its available revenues provided for or attributable to Fiscal Year 2020-21. If such available revenues are not sufficient to pay its Note or Defaulted Note, as the case may be, such Participant is not obligated to pay such Note or Defaulted Note from any other sources (including subsequent fiscal years' revenues). **The obligation of a Participant to make payments on or in respect of its Note is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its Note Resolution and its Note, and to its Pledged Revenues.**

The rights of the Owners of the Note Participations are subject to certain limitations in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the Owners of the Note Participations, and the obligations incurred by the Participants, respectively, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, and the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the Owners of the Note Participations to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

On January 24, 1996, the United States Bankruptcy Court for the Central District of California held in the case of *County of Orange v. Merrill Lynch* that a State statute providing for a priority of distribution of property held in trust conflicted with, and was preempted by, federal bankruptcy law. In that case, the court addressed the priority of the disposition of moneys held in a county investment pool upon bankruptcy



of the county, but was not required to directly address the State statute that provides for the lien in favor of holders of tax and revenue anticipation notes. The Participants are in possession of the taxes and other revenues that will be set aside and pledged to repay the Notes evidenced by the Note Participations and, following payment of these funds to the Trustee, these funds will be invested in the name of the Trustee for a period of time in the San Diego County Investment Pool or in an Investment Agreement. In the event of a petition for the adjustment of debts of any of the Participants under Chapter 9 of the federal bankruptcy code, a court might hold that the Owners of the Notes evidenced by the Note Participations do not have a valid and/or prior lien on the Pledged Revenues where such amounts are deposited in the San Diego County Investment Pool or in an Investment Agreement and may not provide the Owners of the Notes evidenced by the Note Participations with a priority interest in such amounts. In that circumstance, unless the Owners could “trace” the funds from the Repayment Fund that have been deposited in the San Diego County Investment Pool or in an Investment Agreement, the Owners would be unsecured (rather than secured) creditors of the Participants. There can be no assurance that the Owners could successfully so “trace” the Pledged Revenues.

## **TAX MATTERS – SERIES 2020B-1 NOTE PARTICIPATIONS**

### **Opinion of Bond Counsel**

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Participants, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2020B-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) interest on the Series 2020B-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Participants in connection with the Series 2020B-1 Note Participations, and Bond Counsel has assumed compliance by the Participants with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Series 2020B-1 Note Participations from gross income under Section 103 of the Code.

In addition, in the opinion of Bond Counsel to the Participants, under existing statutes, interest on the Series 2020B-1 Note Participations is exempt from personal income taxes of the State of California and its political subdivisions.

Bond Counsel expresses no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2020B-1 Note Participations, or the ownership or disposition thereof, except as stated above. Bond Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action thereafter taken or not taken, any fact or circumstance that may thereafter come to its attention, any change in law or interpretation thereof that may thereafter occur, or for any other reason. Bond Counsel expresses no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Series 2020B-1 Note Participations.

### **Certain Ongoing Federal Tax Requirements and Covenants**

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Series 2020B-1 Note Participations in order that interest on the Series 2020B-1 Note

Participations be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Series 2020B-1 Note Participations, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal government. Noncompliance with such requirements may cause interest on the Series 2020B-1 Note Participations to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Participants have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Series 2020B-1 Note Participations from gross income under Section 103 of the Code.

### **Certain Collateral Federal Tax Consequences**

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2020B-1 Note Participations. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a Series 2020B-1 Note Participation. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2020B-1 Note Participations.

Prospective owners of the Series 2020B-1 Note Participations should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the Series 2020B-1 Note Participations may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

### **Bond Premium**

In general, if an owner acquires a note for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the note after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that note (a “Premium Note”). In general, under Section 171 of the Code, an owner of a Premium Note must amortize the bond premium over the remaining term of the Premium Note, based on the owner’s yield over the remaining term of the Premium Note determined based on constant yield principles (in certain cases involving a Premium Note callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Note must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner’s regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Note, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Note may realize a taxable gain upon disposition of the Premium Note even though it is sold or redeemed for an amount less than or equal to the owner’s original acquisition cost. Owners of any Premium Notes should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Notes.

### **Information Reporting and Backup Withholding**

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Series 2020B-1 Note Participations. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2020B-1 Note Participations from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's federal income tax once the required information is furnished to the Internal Revenue Service.

### **Miscellaneous**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Series 2020B-1 Note Participations under federal or state law or otherwise prevent beneficial owners of the Series 2020B-1 Note Participations from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Series 2020B-1 Note Participations.

Prospective purchasers of the Series 2020B-1 Note Participations should consult their own tax advisors regarding the foregoing matters.

### **TAX MATTERS – SERIES 2020B-2 NOTE PARTICIPATIONS**

In the opinion of Bond Counsel, interest and OID (as defined below) on the Series 2020B-2 Note Participations (i) is not excludable from gross income for United States federal income tax purposes and (ii) is exempt, under existing statutes, from personal income taxes imposed by the State of California.

The following discussion is a summary of the principal United States federal income tax consequences of the acquisition, ownership and disposition of Series 2020B-2 Note Participations by original purchasers of the Series 2020B-2 Note Participations who are U.S. Holders (as defined below). This summary is based on the Code, Treasury regulations, revenue rulings and court decisions, all as now in effect and all subject to change at any time, possibly with retroactive effect. This summary assumes that the Series 2020B-2 Note Participations will be held as "capital assets" under the Code, and it does not discuss all of the United States federal income tax consequences that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules, such as insurance companies, financial institutions, tax-exempt organizations, dealers in securities or foreign currencies, persons holding the Series 2020B-2 Note Participations as a position in a "hedge" or "straddle" for United States federal income tax purposes, holders whose functional currency (as defined in Section 985 of the Code) is not the United States dollar, holders who acquire Series 2020B-2 Note Participations in the secondary market, or individuals, estates and trusts subject to the tax on unearned income imposed by Section 1411 of the Code. Each prospective purchaser of the Series 2020B-2 Note Participations should consult with its own tax advisor concerning the United States federal income tax and other tax consequences to it of the acquisition,

ownership and disposition of the Series 2020B-2 Note Participations as well as any tax consequences that may arise under the laws of any state, local or foreign tax jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Series 2020B-2 Note Participation that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a United States court and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

### **U.S. Holders – Interest Income**

Interest and OID (as defined below) on the Series 2020B-2 Note Participations are not excludable from gross income for United States federal income tax purposes.

### **Original Issue Discount**

For United States federal income tax purposes, a Series 2020B-2 Note Participation will be treated as issued with original issue discount (in this section, “OID”) if the excess of a Series 2020B-2 Note Participation’s “stated redemption price at maturity” over its “issue price” equals or exceeds a statutorily determined *de minimis* amount. The “issue price” of each Series 2020B-2 Note Participation in a particular issue equals the first price at which a substantial amount of such issue is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The “stated redemption price at maturity” of a Series 2020B-2 Note Participation is the sum of all payments provided by such Series 2020B-2 Note Participation other than “qualified stated interest” payments. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. In general, if the excess of a Series 2020B-2 Note Participation’s stated redemption price at maturity over its issue price is less than .25 percent of the Series 2020B-2 Note Participation’s stated redemption price at maturity multiplied by the number of complete years to its maturity (the “*de minimis* amount”), then such excess, if any, constitutes *de minimis* OID, and the Series 2020B-2 Note Participation is not treated as being issued with OID and all payments of stated interest (including stated interest that would otherwise be characterized as OID) is treated as qualified stated interest, as described below.

Payments of qualified stated interest on a Series 2020B-2 Note Participation are taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received in accordance with the U.S. Holder’s regular method of tax accounting. A U.S. Holder of a Series 2020B-2 Note Participation having a maturity of more than one year from its date of issue generally must include OID in income as ordinary interest as it accrues on a constant-yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. Holder’s regular method of tax accounting. The amount of OID included in income by the U.S. Holder of a Series 2020B-2 Note Participation is the sum of the daily portions of OID with respect to such Series 2020B-2 Note Participation for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such Series 2020B-2 Note Participation. The daily portion of OID on any Series 2020B-2 Note Participation is determined by allocating to each day in any “accrual period” a ratable portion of the OID allocable to the accrual period. All accrual periods with respect to a Series 2020B-2 Note Participation may be of any length and the accrual periods may vary in length over the term of the Series 2020B-2 Note Participation, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first or final day of an accrual period. The amount of OID allocable to an accrual period is generally

equal to the difference between (i) the product of the Series 2020B-2 Note Participation's "adjusted issue price" at the beginning of such accrual period and such Series 2020B-2 Note Participation's yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of a Series 2020B-2 Note Participation at the beginning of any accrual period is the issue price of the Series 2020B-2 Note Participation plus the amount of accrued OID includable in income for all prior accrual periods minus the amount of any prior payments on the Series 2020B-2 Note Participation other than qualified stated interest payments. The amount of OID allocable to an initial short accrual period may be computed using any reasonable method if all other accrual periods other than a final short accrual period are of equal length. The amount of OID allocable to the final accrual period is the difference between (i) the amount payable at the maturity of the Series 2020B-2 Note Participation (other than a payment of qualified stated interest) and (ii) the Series 2020B-2 Note Participation's adjusted issue price as of the beginning of the final accrual period. Under the OID rules, U.S. Holders generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

A U.S. Holder may elect to include in gross income all interest that accrues on a Series 2020B-2 Note Participation using the constant-yield method described above under the heading "Original Issue Discount," with the modifications described below. For purposes of this election, interest includes, among other things, stated interest, OID and *de minimis* OID, as adjusted by any amortizable bond premium described below in this section under the heading "Bond Premium". In applying the constant-yield method to a Series 2020B-2 Note Participation with respect to which this election has been made, the issue price of the Series 2020B-2 Note Participation will equal its cost to the electing U.S. Holder, the issue date of the Series 2020B-2 Note Participation will be the date of its acquisition by the electing U.S. Holder, and no payments on the Series 2020B-2 Note Participation will be treated as payments of qualified stated interest. The election will generally apply only to the Series 2020B-2 Note Participation with respect to which it is made and may not be revoked without the consent of the Internal Revenue Service. If this election is made with respect to a Series 2020B-2 Note Participation with amortizable bond premium, then the electing U.S. Holder will be deemed to have elected to apply amortizable bond premium against interest with respect to all debt instruments with amortizable bond premium (other than debt instruments the interest on which is excludable from gross income) held by the electing U.S. Holder as of the beginning of the taxable year in which the Series 2020B-2 Note Participation with respect to which the election is made is acquired or thereafter acquired. The deemed election with respect to amortizable bond premium may not be revoked without the consent of the Internal Revenue Service.

U.S. Holders of any Series 2020B-2 Note Participations issued with OID should consult their own tax advisors with respect to the treatment of OID for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, and disposition of Series 2020B-2 Note Participations.

### **Bond Premium**

In general, if a U.S. Holder acquires a Series 2020B-2 Note Participation for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the Series 2020B-2 Note Participation after the acquisition date (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates), that premium constitutes "bond premium" on that Series 2020B-2 Note Participation (a "Premium 2020B-2 Note Participation"). In general, if a U.S. Holder of a Premium 2020B-2 Note Participation elects to amortize the premium as "amortizable bond premium" over the remaining term of the Premium 2020B-2 Note Participation, determined based on constant yield principles (in certain cases involving a Premium 2020B-2 Note Participation callable prior to its stated maturity date, the amortization period and yield may be

required to be determined on the basis of an earlier call date that results in the highest yield on such bond), the amortizable premium is treated as an offset to interest income; the U.S. Holder will make a corresponding adjustment to such holder's basis in the Premium 2020B-2 Note Participation. Any such election applies to all debt instruments of the U.S. Holder (other than tax-exempt bonds) held at the beginning of the first taxable year to which the election applies and to all such debt instruments thereafter acquired, and is irrevocable without the Internal Revenue Service's consent. A U.S. Holder of a Premium 2020B-2 Note Participation that so elects to amortize bond premium does so by offsetting the qualified stated interest allocable to each interest accrual period under the U.S. Holder's regular method of federal tax accounting against the bond premium allocable to that period. If the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is treated as a bond premium deduction under Section 171(a)(1) of the Code, subject to certain limitations. If a Premium 2020B-2 Note Participation is optionally callable before maturity at a price in excess of its stated redemption price at maturity, special rules may apply with respect to the amortization of bond premium. Under certain circumstances, the U.S. Holder of a Premium 2020B-2 Note Participation may realize a taxable gain upon disposition of the Premium 2020B-2 Note Participation even though it is sold or redeemed for an amount less than or equal to the U.S. Holder's original acquisition cost.

U.S. Holders of any Premium 2020B-2 Note Participations should consult their own tax advisors with respect to the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, and disposition of Premium 2020B-2 Note Participations.

#### **U.S. Holders – Disposition of Series 2020B-2 Note Participations**

Except as discussed above, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Series 2020B-2 Note Participation, a U.S. Holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such U.S. Holder's adjusted tax basis in the Series 2020B-2 Note Participation. A U.S. Holder's adjusted tax basis in a Series 2020B-2 Note Participation generally will equal such U.S. Holder's initial investment in the Series 2020B-2 Note Participation, increased by any OID included in the U.S. Holder's income with respect to the Series 2020B-2 Note Participation and decreased by the amount of any payments, other than qualified stated interest payments, received and bond premium amortized with respect to such Series 2020B-2 Note Participation. Such gain or loss generally will be long-term capital gain or loss if the Series 2020B-2 Note Participation was held for more than one year.

#### **U.S. Holders – Defeasance**

U.S. Holders of the Series 2020B-2 Note Participations should be aware that, for federal income tax purposes, the deposit of moneys or securities in escrow in such amount and manner as to cause the Series 2020B-2 Note Participations to be deemed to be no longer outstanding under the Series 2020B Indenture (a "defeasance"), could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, for federal income tax purposes, the character and timing of receipt of payments on the Series 2020B-2 Note Participations subsequent to any such defeasance could also be affected. U.S. Holders of the Series 2020B-2 Note Participations are advised to consult with their own tax advisors regarding the consequences of a defeasance for federal income tax purposes, and for state and local tax purposes.

#### **U.S. Holders – Backup Withholding and Information Reporting**

In general, information reporting requirements will apply to non-corporate U.S. Holders with respect to payments of principal, payments of interest, and the accrual of OID on a Series 2020B-2 Note Participation and the proceeds of the sale of a Series 2020B-2 Note Participation before maturity within the United States. Backup withholding will apply to such payments and to payments of OID unless the U.S. Holder (i) is a corporation or other exempt recipient and, when required, demonstrates that fact, or (ii) provides a correct taxpayer identification number, certifies under penalties of perjury, when required, that such U.S. Holder is not subject to backup withholding and has not been notified by the Internal Revenue Service that it has failed to report all interest and dividends required to be shown on its United States federal income tax returns.

Any amounts withheld under the backup withholding rules from a payment to a beneficial owner, and which constitutes over-withholding, would be allowed as a refund or a credit against such beneficial owner's United States federal income tax provided the required information is furnished to the Internal Revenue Service.

### **Miscellaneous**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, could affect the market price or marketability of the Series 2020B-2 Note Participations.

Prospective purchasers of the Series 2020B-2 Note Participations should consult their own tax advisors regarding the foregoing matters.

## **LITIGATION**

There is no litigation now pending or to the knowledge of the respective Participants threatened (1) to restrain or enjoin the issuance or sale of the Notes or the execution and delivery of the Note Participations; (2) questioning or affecting the validity of the Notes or the Note Participations or the Note Resolutions; or (3) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution or delivery of the Notes or the Note Participations.

## **RATING**

S&P has rated the Note Participations “\_\_\_”. The rating reflects only the views of the rating agency and any explanation of the significance of such rating and any ratings on any of the Participants' outstanding obligations may be obtained only from such rating agency as follows: S&P Global Ratings, Public Finance Department, 55 Water Street, New York, New York 10041. There is no assurance that the rating will remain in effect for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency, if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of a rating may have an adverse effect on the trading value and the market price of the Note Participations. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

## **LEGAL MATTERS**

Legal matters incident to the delivery of the Note Participations are subject to the approving opinions of Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel. The proposed forms of opinions of Bond Counsel are contained in APPENDIX D. As Bond Counsel, Hawkins Delafield & Wood LLP undertakes no responsibility for the accuracy, completeness or fairness of this Official

Statement. Certain legal matters will be passed upon for the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel to the County, and for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California.

## **UNDERWRITING**

The Note Participations are being purchased by the underwriters set forth on the cover page of this Official Statement (the "Underwriters"). Pursuant to the Purchase Contract for the Note Participations, the Underwriters have agreed, subject to certain conditions, to purchase the Series 2020B-1 Note Participations at a price of \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ aggregate principal amount of the Series 2020B-1 Note Participations, plus an original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ of Underwriters' discount) and the Series 2020B-2 Note Participations at a price of \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ aggregate principal amount of the Series 2020B-2 Note Participations, less \$\_\_\_\_\_ of Underwriters' discount). The Purchase Contract provides that the Underwriters will purchase all the Note Participations if any are purchased. The Note Participations may be offered and sold by the Underwriters to certain dealers and others at prices lower than such public offering price, and such public offering price may be changed, from time to time, by the Underwriters.

The following paragraphs have been provided by the Underwriters.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Note Participations, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase the Note Participations from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Note Participations that such firm sells.

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

## **MUNICIPAL ADVISOR**

Government Financial Strategies inc., Sacramento, California, serves as the Municipal Advisor to the Participants in connection with the execution and delivery of the Note Participations. The Municipal Advisor to the Participants has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.



## CONTINUING DISCLOSURE

Pursuant to the respective Trust Agreement and in compliance with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “Rule”), each Participant has agreed to give, or cause to be given, through the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”), notice of the occurrence of any of the following Listed Events with respect to its Note and the Note Participations not later than ten (10) business days after the occurrence of the event: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB), other material notices or determinations by the Internal Revenue Service with respect to the tax status of its Note and the Note Participations, or other material events affecting the tax status of its Note and the Note Participations; (7) modifications to rights of Note Participation holders, if material; tender offers; (8) optional, unscheduled or contingent Note Participation calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Note Participation, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of such Participant; (13) the consummation of a merger, consolidation, or acquisition involving such Participant or the sale of all or substantially all of the assets of such Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a Financial Obligation (as defined in the Rule) of such Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of such Participant, any of which affect Note Participation holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of such Participant, any of which reflect financial difficulties.

The undertakings described above and set forth in the Trust Agreement may be amended and any provision of such undertakings may be waived, *provided* the following conditions are satisfied: (a) if the amendment or waiver relates to events described in the preceding paragraph, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of any of the Participants or type of business conducted thereby; (b) the undertakings, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in the Trust Agreement for amendments thereto with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and (d) the applicable Participant shall have delivered copies of such opinions and amendment to EMMA.

The Participants’ obligations under the Trust Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations. The undertakings in the Trust Agreement relating to continuing disclosure shall inure solely to the benefit of the Participants, the Trustee, the Dissemination Agent, the Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

These covenants have been made in order to assist the Underwriters in complying with the Rule. The Participants have complied in all material respects in the last five years with each of their respective previous undertakings with regard to the Rule to provide annual reports or notices of material events, except as otherwise indicated in Appendix A attached hereto. See APPENDIX A – “STATISTICAL AND FINANCIAL INFORMATION REGARDING THE DISTRICTS – Continuing Disclosure” attached hereto.

Copies of the Participants’ Annual Reports and notices of material events and other matters are filed on the Municipal Securities Rulemaking Board’s EMMA system. The information presented there is not incorporated by reference in this Official Statement and should not be relied upon in making an investment decision with respect to the Note Participations.

### **MISCELLANEOUS**

This Official Statement is not to be construed as a contract or agreement between the Participants and the purchasers or Owners of any of the Note Participations. This Official Statement speaks only as of its date, and the information contained herein is subject to change. The Participants have not entered into any contractual arrangement to provide information on a continuing basis to investors or any other party. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in affairs in the Participants since the date hereof. The delivery of this Official Statement has been duly authorized by the Participants.

**APPENDIX A**

**INFORMATION REGARDING THE PARTICIPANTS**

**APPENDIX B**

**2020-21 CASH FLOW PROJECTIONS OF THE PARTICIPANTS**

**APPENDIX C**

**SCHEDULE OF PLEDGED REVENUE DEPOSITS**

**APPENDIX D**

**FORMS OF BOND COUNSEL APPROVING OPINIONS**

*Upon delivery of the Series 2020B-1 Note Participations, Hawkins Delafield & Wood LLP, Bond Counsel to the County of San Diego, on behalf of various school districts, proposes to issue its approving opinion in substantially the following form:*

Participants identified  
in the Series 2020B-1 Trust Agreement

Ladies and Gentlemen:

We have acted as Bond Counsel to the County of San Diego (the "County"), on behalf of various school districts (the "Participants"), in connection with the execution and delivery of \$ \_\_\_\_\_ aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-1 (Tax-Exempt) (the "Series 2020B-1 Note Participations"), evidencing and representing proportionate and undivided interests in (i) the tax and revenue anticipation notes (the "Notes") issued by the County on behalf of various school districts identified in the Series 2020B-1 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2020B-1 Note Participations are issued pursuant to a Trust Agreement, dated as of February 1, 2020, among Wilmington Trust, National Association (the "Trustee"), the County and the Participants (the "Series 2020B-1 Trust Agreement"). Each Note is issued pursuant to and by authority of a resolution of each respective Participant (collectively, the "Resolutions") under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant's "2020-21 Tax and Revenue Anticipation Note."

In our capacity as Bond Counsel, we have examined certain estimates, expectations and assumptions made by or on behalf of the Participants, originals, or copies identified to our satisfaction as being true copies, of such records and proceedings of the County and the Participants, certificates of officials of the Participants and others, including a certificate of each Participant relating to certain federal income tax matters (each, a "District Certificate"), and such other documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions expressed below.

Certain agreements, requirements and procedures contained or referred to in the Series 2020B-1 Trust Agreement, the District Certificates and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any Note Participation or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof we are of the following opinions:

1. Each Note constitutes the valid and binding obligation of the respective Participant. The principal of and interest on each Note are payable from the Pledged Revenues (as that term is defined in the respective Resolution) of such Participant and, to the extent not so paid, are payable from any other moneys of such Participant lawfully available therefor.

2. The Resolutions have been duly adopted by the Participants and each constitutes a valid and binding obligation of the respective Participant.

3. The Series 2020B-1 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2020B-1 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2020B-1 Trust Agreement.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (a) interest on the Series 2020B-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and (b) interest on the Series 2020B-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code.

The Code establishes certain requirements that must be met subsequent to the issuance and delivery of the Series 2020B-1 Note Participations in order that, for federal income tax purposes, interest on the Series 2020B-1 Note Participations be not included in gross income pursuant to Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of Note Participation proceeds, restrictions on the investment of Note Participation proceeds prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause interest on the Series 2020B-1 Note Participations to become subject to federal income taxation retroactive to their date of issuance, irrespective of the date on which such noncompliance occurs or is ascertained.

In rendering the opinion in this paragraph 5, we have relied upon and assumed (a) the material accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact contained in the District Certificates with respect to matters affecting the status of interest paid on the Series 2020B-1 Note Participations, and (b) compliance by the Participants with the procedures and covenants set forth in the respective District Certificates as to such tax matters.

6. Under existing statutes, interest on the Series 2020B-1 Note Participations is exempt from State of California personal income taxes.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2020B-1 Note Participations or the ownership or disposition thereof, except as stated in paragraphs 5 and 6 above. We render this opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Series 2020B-1 Note Participations.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Series 2020B-1 Note Participations and express herein no opinion relating thereto.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2020B-1 Note Participations, the Resolutions and the District Certificates may be limited by bankruptcy, moratorium,

insolvency or other laws affecting creditors' rights or remedies and are subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), and to the limitations on legal remedies against governmental entities in the State of California (including, but not limited to, rights of indemnification).

Very truly yours,



*Upon delivery of the Series 2020B-2 Note Participations, Hawkins Delafield & Wood LLP, Bond Counsel to the County of San Diego, on behalf of various school districts, proposes to issue its approving opinion in substantially the following form:*

Participants identified  
in the Series 2020B-2 Trust Agreement

Ladies and Gentlemen:

We have acted as Bond Counsel to the County of San Diego (the "County"), on behalf of various school districts (the "Participants"), in connection with the execution and delivery of \$ \_\_\_\_\_ aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020B-2 (Taxable) (the "Series 2020B-2 Note Participations"), evidencing and representing proportionate and undivided interests in (i) the tax and revenue anticipation notes (the "Notes") issued by the County on behalf of various school districts identified in the Series 2020B-2 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2020B-2 Note Participations are issued pursuant to a Trust Agreement, dated as of February 1, 2020, among Wilmington Trust, National Association (the "Trustee"), the County and the Participants (the "Series 2020B-2 Trust Agreement"). Each Note is issued pursuant to and by authority of a resolution of each respective Participant (collectively, the "Resolutions") under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant's "2020-21 Tax and Revenue Anticipation Note."

In our capacity as Bond Counsel, we have examined certain estimates, expectations and assumptions made by or on behalf of the Participants, originals, or copies identified to our satisfaction as being true copies, of such records and proceedings of the County and the Participants, certificates of officials of the Participants (each a "District Certificate") and others, and such other documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions expressed below.

Certain agreements, requirements and procedures contained or referred to in the Series 2020B-2 Trust Agreement, the District Certificates and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any Note Participation or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof we are of the following opinions:

1. Each Note constitutes the valid and binding obligation of the respective Participant. The principal of and interest on each Note are payable from the Pledged Revenues (as that term is defined in the respective Resolution) of such Participant and, to the extent not so paid, are payable from any other moneys of such Participant lawfully available therefor.

2. The Resolutions have been duly adopted by the Participants and each constitutes a valid and binding obligation of the respective Participant.

3. The Series 2020B-2 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2020B-2 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2020B-2 Trust Agreement.

5. Interest on the Series 2020B-2 Note Participations is (i) not excludable from gross income for federal income tax purposes and (ii) is exempt, under existing statutes, from personal income taxes imposed by the State of California.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2020B-2 Note Participations or the ownership or disposition thereof, except as stated in paragraph 5 above. We render this opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Series 2020B-2 Note Participations and express herein no opinion relating thereto.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2020B-2 Note Participations, the Resolutions and the District Certificates may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and are subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), and to the limitations on legal remedies against governmental entities in the State of California (including, but not limited to, rights of indemnification).

Very truly yours,

**APPENDIX E**

**PARTICIPANT NOTE AMOUNTS AND COVERAGE ANALYSIS**

\$ \_\_\_\_\_  
**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM**

\$ \_\_\_\_\_  
**NOTE PARTICIPATIONS,  
SERIES 2020-21B-1  
(TAX-EXEMPT)**

\$ \_\_\_\_\_  
**NOTE PARTICIPATIONS  
SERIES 2020-21B-2  
(FEDERALLY TAXABLE)**

**CONTRACT OF PURCHASE**

\_\_\_\_\_, 2021

County of San Diego, on behalf of  
the School Districts listed in  
Appendix A

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the “Representative”), on behalf of itself and Citigroup Global Markets Inc. (together, the “Underwriters”), offers to enter into this Contract of Purchase (“Purchase Contract”) with the County of San Diego (the “County”), acting on behalf of the various school districts listed in Appendix A hereto (the “Districts”), which, upon the County’s acceptance of this offer, will be binding upon the County, each District and upon the Underwriters. This offer is made subject to the County’s acceptance of this Purchase Contract at or before 4:00 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the County at any time prior to the acceptance hereof by the County.

The (i) \$ \_\_\_\_\_ aggregate principal amount of County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-1 (Tax-Exempt) (the “Tax-Exempt Note Participations”) and (ii) \$ \_\_\_\_\_ aggregate principal amount of County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-2 (Federally Taxable) (the “Federally Taxable Note Participations,” and together with the Tax-Exempt Note Participations, the “Note Participations”) are being delivered pursuant to the terms of a Trust Agreement, dated as of \_\_\_\_\_ 1, 2021 (the “Trust Agreement”), by and among the County, the Districts and Wilmington Trust, N.A. (the “Trustee”).

The Tax-Exempt Note Participations mature on \_\_\_\_\_ 1, 2021 as set forth in Appendix B hereto and evidence and represent a proportionate and undivided interest in the (i) 2020-21B-1 Tax and Revenue Anticipation Notes (the “Tax-Exempt Notes”) issued by the County on behalf of the Districts, as further described in Appendix A hereto, and (ii) debt service payments on the Tax-Exempt Notes to be made by the Districts, as further described in Appendix A hereto. The Federally Taxable Note

Participations mature on \_\_\_\_\_ 1, 2021 as set forth in Appendix B hereto and evidence and represent a proportionate and undivided interest in the (i) 2020-21B-2 Tax and Revenue Anticipation Notes (the “Federally Taxable Notes,” and together with the Tax-Exempt Notes, the “Notes”), issued by the County on behalf of the Districts, as further described in Appendix A hereto, and (ii) debt service payments on the Federally Taxable Notes to be made by the Districts, as further described in Appendix A hereto. All capitalized terms used herein are defined and shall have the meanings set forth in the Trust Agreement unless otherwise defined herein.

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the County, on behalf of the Districts, and the County hereby agrees to sell and deliver, on behalf of the Districts, to the Underwriters the Notes, as evidenced and represented by the Note Participations. The Note Participations shall be dated their date of delivery.

The purchase prices for the Notes attributable to the Note Participations shall be derived from the proceeds from the sale of the Notes to the Underwriters, which aggregate purchase prices shall be the purchase prices set forth in the pricing confirmations attached hereto as Appendix B (the “Pricing Confirmation”). The Notes shall bear interest and have such other terms as set forth in the Pricing Confirmation, which are hereby agreed to by and between the Underwriters and the duly authorized officer of the County executing this Purchase Contract on behalf of the Districts listed in Appendix A.

The aggregate purchase price for the Tax-Exempt Notes shall be \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ aggregate principal amount of the Tax-Exempt Notes, plus [net] original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ of Underwriters’ discount). The aggregate purchase price for the Federally Taxable Notes shall be \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ aggregate principal amount of the Federally Taxable Notes, plus [net] original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ of Underwriters’ discount).

The delivery of the Note Participations shall take place at 9:00 a.m., California time, on the closing date set forth in the Pricing Confirmation (the “Closing”) or at such other time or date as may be mutually agreeable to the County and the Representative, at the Los Angeles offices of Hawkins Delafield & Wood LLP (“Bond Counsel”). At the Closing, the County shall cause the Notes to be deposited with the Trustee under the Trust Agreement and shall cause the Trustee to accept deposit of the Notes and to deliver the Note Participations to the Underwriters in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase prices of the Notes set forth in the Pricing Confirmation shall be deposited in same day funds by the Trustee in an amount indicated in the Pricing Confirmation as the Deposit to the appropriate Proceeds Fund and credited to subaccounts of that Fund, one of which shall be established for each of the Districts under the Trust Agreement and the remainder in the appropriate Costs of Issuance Fund held under the Trust Agreement. If the Representative shall so request at least five business days prior to the Closing Date, the Note Participations shall be pre-executed and delivered in definitive form to The Depository Trust Company, New York, New York, at least 24 hours prior to the Closing. Each District’s Note and the Note Participations shall be made available to the Underwriters for inspection and packaging at least 24 hours prior to Closing.

2. Public Offering and Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Tax-Exempt Note Participations and each underwriter allotted Tax-Exempt Note Participations shall execute and deliver to the County at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the County and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the respective allotted Tax-Exempt Note Participations. All actions to be taken by the County under this section to establish the issue price of the Tax-Exempt Note Participations may be taken on behalf of the County by the Municipal Advisor to the Districts and any notice or report to be provided to the County may be provided to such Municipal Advisor.

(b) Except as otherwise set forth in Appendix C hereto, the County will treat the first price at which 10% of each maturity of the Tax-Exempt Note Participations (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Representative shall report to the County the price or prices at which the Underwriters have sold to the public each maturity of Tax-Exempt Note Participations. If at that time the 10% test has not been satisfied as to any maturity of the Tax-Exempt Note Participations, the Underwriters agree to promptly report to the District the prices at which it sells the unsold Tax-Exempt Note Participations of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Tax-Exempt Note Participations of that maturity or until all Tax-Exempt Note Participations of that maturity have been sold to the public.

(c) [The Underwriters confirm that they have offered the Tax-Exempt Note Participations to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix C attached hereto, except as otherwise set forth therein. Appendix C also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Tax-Exempt Note Participations for which the 10% test has not been satisfied and for which the County and the Underwriters agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Tax-Exempt Note Participations, the Underwriters will neither offer nor sell unsold Tax-Exempt Note Participations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Tax-Exempt Note Participations to the public at a price that is no higher than the initial offering price to the public.

The Underwriters shall promptly advise the County when they have sold 10% of that maturity of the Tax-Exempt Note Participations to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

(d) The Underwriters confirm that any selling group agreement and any retail distribution agreement relating to the initial sale of the Tax-Exempt Note Participations to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Tax-Exempt Note Participations of each maturity allotted to it until it is notified by the Underwriters that either the 10% test has been satisfied as to the Tax-Exempt Note Participations of that maturity or all Tax-Exempt Note Participations of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters. The County acknowledges that, in making the representation set forth in this subsection, the Underwriters will rely on (i) in the event a selling group has been created in connection with the initial sale of the Tax-Exempt Note Participations to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Tax-Exempt Note Participations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Underwriters further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Tax-Exempt Note Participations.

(e) The Underwriters acknowledge that sales of any Tax-Exempt Note Participations to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means: (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Note Participations to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Tax-Exempt Note Participations to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Tax-Exempt Note Participations to the public); and

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

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

3. The County agrees to cause to be delivered to the Underwriters, within seven business days of the date hereof (but in no event later than two business days prior to the date of the Closing), as many copies of the final Official Statement, signed on behalf of the Districts by the Auditor and Controller, the Treasurer-Tax Collector of the County (the “Treasurer-Tax Collector”) or any other duly authorized officer of the County (an “Authorized Representative”) and dated as of the date hereof (the “Official Statement”), as the Representative shall reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 of the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934 (as amended, the “Rule”) and with Rule G-32 and all other rules of the Municipal Securities Rulemaking Board. If, at any time prior to 25 days after the initial delivery of the Tax-Exempt Note Participations, any event occurs as result of which information relating to the Districts included in the Official Statement, contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County and the Districts will cooperate with the Underwriters in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Representative, and all reasonable expenses thereby incurred will be paid for by the Districts.

4. The Note Participations shall be as described in, and shall be executed, delivered and secured under and pursuant to the Trust Agreement. The Note Participations shall be further described in resolutions of the Districts authorizing the borrowing of funds for Fiscal Year 2020-2021 and the issuance of 2020-21 tax and revenue anticipation notes therefor (each, a “District Resolution,” and collectively, the “District Resolutions”) and a Resolution of the Board of Supervisors of the County (the “Board of Supervisors”) entitled “[Resolution of the Board of Supervisors of the County of San Diego Providing for the Borrowing of Funds by Certain School Districts for Fiscal Year 2020-2021 Through the Execution by the County of Certain 2021 Tax and Revenue Anticipation Notes and the Participation by Such School Districts in the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program]” (the “County Resolution Regarding Districts”).

5. It shall be a condition to the County’s obligations to sell and deliver the Note Participations to the Underwriters and to the obligation of the Underwriters to purchase, accept delivery of and pay for the Note Participations that the entire principal amount of the Note Participations shall be sold and delivered by the County and purchased, accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all the Note Participations at the initial public offering prices set forth on the cover page of the Official Statement.

6. The County hereby authorizes, on behalf of the Districts, the Trust Agreement, the County Resolution Regarding Districts, the District Resolutions and the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Note Participations. The County hereby ratifies and consents on behalf of the Districts to the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement,



dated \_\_\_\_\_, 2021, relating to the Note Participations (the “Preliminary Official Statement”). The Preliminary Official Statement was deemed final by the Districts as of its date, except for the omission of such information which is dependent upon the final pricing of the Note Participations for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

7. The County represents and warrants to the Underwriters that:

(a) All representations and warranties set forth in the County Resolution Regarding Districts are true and correct on the date hereof and are made for the benefit of the Underwriters as if set forth herein.

(b) The adoption of the County Resolution Regarding Districts and the execution and delivery of the Trust Agreement and this Purchase Contract, and compliance with the provisions hereof and thereof, will not in any material respect conflict with, or constitute a breach of or default under, the County’s duties under the County Resolution Regarding Districts or any law, administrative regulation, court decree, resolution, by-laws or other agreement to which the County is subject or by which it or any of its property is bound.

8. Each District represents and warrants to the Underwriters that:

(a) All representations and warranties set forth in the applicable District Resolution are true and correct on the date hereof and are made for the benefit of the Underwriters as if set forth herein.

(b) The Preliminary Official Statement, except for information relating to the other Districts and their finances included in the Preliminary Official Statement, including Appendices [A, B, C and E], did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) The Official Statement, except for information relating to the other Districts and their finances included in the Official Statement, including Appendices [A, B, C and E], does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in light of the circumstance under which they were made not misleading.

(d) If the Official Statement is supplemented or amended pursuant to Paragraph 3 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement (except for information relating to the other Districts and their finances included in the Preliminary Official Statement, including Appendices [A, B, C and E]) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(e) A copy of the applicable District Resolution has been delivered to the Underwriters, and such District Resolution will not be amended or repealed without the consent of the Representative, which consent will not be unreasonably withheld.

(f) Except as may be described in the Preliminary Official Statement and the Official Statement, the District is not in material breach of or default in any material respect under any applicable administrative regulation of the State of California or the United States, or any applicable judgment or decree, relating to the issuance of the Notes or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default in any material respect by the District under any of the foregoing. The adoption of the District Resolution and the execution and delivery of the Trust Agreement and this Purchase Contract, and compliance with the provisions hereof and thereof, will not in any material respect conflict with, or constitute a breach of or default under, the District's duties under the District Resolution or any law, administrative regulation, court decree, resolution, by-laws or other agreement to which the District is subject or by which it or any of its property is bound.

(g) The District agrees, pursuant to the Trust Agreement as described in the Preliminary Official Statement and the Official Statement, to provide or cause to be provided in a timely manner notice of certain listed events respecting its respective Note. These agreements have been made in order to assist the Underwriters in complying with the Rule. Except as set forth in the Preliminary Official Statement and the Official Statement, the District has not failed to comply in the last five years, in any material respect, with any of its respective continuing disclosure undertakings pursuant to the Rule.

(h) Except as may be described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending against the District or, to the knowledge of the District, threatened against the District, to restrain or enjoin the delivery of the Notes or the payments to be made pursuant to the applicable District Resolution or in any way contesting or affecting the validity of the applicable District Resolution or this Purchase Contract, or contesting the powers of the District to enter into or perform its obligations under any of the foregoing, or contesting the exclusion from gross income of interest on the Tax-Exempt Notes for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement.

(i) After due inquiry, except as may be required under the securities or blue sky laws of any jurisdiction and except for any permits or approvals heretofore received which are in full force and effect or the requirements for which is otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no consent, approval, authorization or order of, or filing with, or certification by, any governmental authority, board, agency or commission or other regulatory authority having jurisdiction over the District, other than approval and authorization of the governing board of the District and the Board of Supervisors of the County required to adopt the District Resolution and execute and deliver the Purchase Contract and applicable Note or consummate on the part of the District the other transactions contemplated by the District's Notes, the Preliminary Official Statement, the Official Statement, the District Resolution or the Purchase Contract.

(j) This Purchase Contract has been duly executed and delivered by the County on behalf of the District and constitutes a legal, valid and binding obligation of the District, enforceable

in accordance with its terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity). The Notes, when issued, delivered and paid for as herein provided, will have been duly authorized, executed and issued and will constitute legal, valid and binding special obligations of the District entitled to the benefits of the respective District Resolution, and enforceable in accordance with their terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity).

9. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the County and the Districts contained herein, in the District Resolutions and the County Resolution Regarding Districts, respectively, and to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the obligations of the Underwriters under this Purchase Contract to purchase, to accept delivery of and to pay for the Note Participations shall be subject to the performance by the County and each District of its respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the County contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the representations and warranties of the Districts contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the District Resolutions, the County Resolution Regarding Districts, the Trust Agreement, and this Purchase Contract shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except in such cases as may have been agreed to by the Representative and the County;

(c) At the time of the Closing, all official action of the County relating to the Trust Agreement and the County Resolution Regarding Districts shall have been taken;

(d) The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Note Participations by notifying the County of their election to do so if, after the execution hereof and prior to the Closing,

(i) legislation shall have been enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House or legislation shall have been proposed, or an authorized release or other written public announcement describing proposed legislation or proposing legislation shall have been issued, by the President of the United States, the Secretary of the Treasury or the Chairman or ranking minority member of the House Ways and Means Committee or the Senate Finance Committee, subsequent to the date hereof, or legislation pending in the Congress of the United States shall have been amended;

(ii) a decision shall have been rendered by the United States Tax Court or by a court established under Article III of the Constitution of the United States;

(iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States;

(iv) an authorized release, official statement or other form of notice shall have been issued by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which in any such case described in clause (i), (ii), (iii) or (iv) would be to include the interest received on obligations of the general character of the Tax-Exempt Note Participations or on the Tax-Exempt Note Participations in the gross income of the registered owners thereof for federal income tax purposes or to impose, directly or indirectly, federal income taxation upon income received by entities of the general character of the Districts in such a manner in either case as in the sole reasonable judgment of the Representative would materially adversely affect the marketability or the market price of the Note Participations or the sale, at the contemplated offering prices (or yields), of the Note Participations;

(v) the Constitution of the United States or the State of California shall have been amended, or proposed legislation shall have been enacted by the State of California, or a decision shall have been rendered by a court of the State of California, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the authority of the State of California, with respect to California taxation upon revenues or other income of the general character to be derived by the Districts or by any similar body, or upon interest on obligations of the general character of the Note Participations, which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Districts, their respective property or income, their obligations (including the Note Participations) or the interest thereon, or any tax exemption granted or authorized by the Act, or, in the opinion of the Representative, affects materially and adversely the marketability of the Note Participations, or the market price generally of obligations of the general character of the Note Participations or the sale, at the contemplated offering prices (or yields), of the Note Participations;

(vi) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or escalation thereof, the effect of which on financial markets is such as to make it, in the sole reasonable judgment of the Representative, impractical or inadvisable to proceed with the offering of the Note Participations as contemplated in the Preliminary Official Statement and the Official Statement;

(vii) there shall have occurred a general suspension of trading on the New York Stock Exchange or other national securities exchange, the establishment of minimum or maximum prices not in force as of the date hereof on any such exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which in the sole reasonable judgment of the Representative would materially adversely affect the marketability or the market price of the Note Participations or the ability of the

Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Note Participations;

(viii) an event described in Paragraph 3 hereof occurs which in the opinion of the Representative requires or has required a supplement or amendment to the Official Statement and the effect of which, in the judgment of the Representative, would materially adversely affect the marketability or the market price of the Note Participations;

(ix) there shall be established, by the New York Stock Exchange, any national securities exchange, the U.S. Securities and Exchange Commission, any other federal or State agency or the Congress of the United States, or by executive order, any new restriction on transactions in securities or any increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers that materially adversely affect the market for the Note Participations or any securities of the general character of the Note Participations (including the imposition of any limit on interest rates);

(x) legislation shall have been introduced or enacted (by resolution passed) by Congress or a decision of any federal or State court or a ruling or regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission or other governmental agency which shall have been made or issued that would (A) make the Note Participations or any securities of the general character of the Note Participations subject to the registration requirements of the Securities Act of 1933, (B) require the qualification of the District Resolutions, the County Resolution Regarding Districts or the Trust Agreement under the Trust Indenture Act of 1939, as amended, or (C) make the issuance, offering, or sale of the obligations of the general character of the Note Participations, including any and all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, a violation of the federal securities law as amended and then in effect; or

(xi) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Districts' obligations.

(e) At or prior to the Closing, the Underwriters shall have received each of the following documents:

(i) The Notes, each in a form consistent with the respective District Resolutions or the County Resolution Regarding Districts.

(ii) The final approving opinions addressed to the County and each District, dated the date of Closing, of Hawkins Delafield & Wood LLP ("Bond Counsel") with respect to the validity of the Notes represented by the Note Participations and the tax-exempt status of the Tax-Exempt Notes represented by the Tax-Exempt Note Participations, together with a reliance letter addressed to the Underwriters and to the Trustee.

(iii) A letter addressed to the County and each District, dated the date of Closing, of Hawkins Delafield & Wood LLP, as Disclosure Counsel, in form and substance substantially as attached hereto as Appendix E, together with a reliance letter addressed to the

Underwriters;

(iv) A legal opinion addressed to the Underwriters, dated the date of Closing, of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Underwriters’ Counsel”), in form and substance satisfactory to the Representative, the form of which is attached hereto as Appendix D.

(v) A legal opinion, dated the date of Closing, of County Counsel, as counsel to the County, with respect to the due authorization, execution and delivery of the Notes, in form and substance acceptable to Bond Counsel.

(vi) A legal opinion, dated the date of Closing, of counsel to the Districts, with respect to the due authorization, execution and delivery of the Notes, in form and substance acceptable to Bond Counsel.

(vii) At the election of the Underwriters, at or prior to the Closing, evidence shall be delivered that the Note Participations shall have been rated “\_\_\_” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, and that the rating is in full force and effect as of the date of the Closing.

(viii) The execution and delivery by each District of a tax certificate acceptable to Bond Counsel related to the Tax-Exempt Note Participations.

(ix) A certificate from each District to the effect that:

(A) All representations and warranties set forth in the respective District Resolution are true and correct on the date hereof and are made for the benefit of the Underwriters as if set forth herein;

(B) The information relating to each respective District included in the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in light of the circumstance under which they were made not misleading; and

(C) A copy of the respective District Resolution has been delivered to the Underwriters, and the respective District Resolution will not be amended or repealed without the consent of the Representative, which consent will not be unreasonably withheld.

(x) The Note Participations, executed by the Trustee, in a form consistent with the terms of the Trust Agreement.

(xi) Such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction and the legal, valid and binding nature thereof or as may be required by the Trust Agreement, as well as compliance of all parties with the terms and conditions thereof.

(xii) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the County's and the Districts' representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the County on behalf of the Districts on or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the County.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the County or the Districts shall be unable to satisfy the conditions to the obligations of the Underwriters to accept delivery of and to pay for the Note Participations contained in this Purchase Contract, or if the obligations of the Underwriters to accept delivery of and to pay for the Note Participations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the County shall be under further obligations hereunder, except that the respective obligations of the County and the Underwriters set forth in paragraphs 9, 10 and 12 hereof shall continue in full force and effect.

10. (a) The Underwriters shall be under no obligation to pay, and the County or the Districts shall pay, any expenses incident to the performance of the County's and the Districts' respective obligations hereunder, including, but not limited to: (i) the cost of the preparation and printing of the District Resolutions, the County Resolution Regarding Districts, the Trust Agreement, and the Official Statement; (ii) the cost of the preparation, printing, execution and authentication of the Note Participations; (iii) the fees and disbursements of Hawkins Delafield & Wood LLP, Bond Counsel for the County and the Districts; (iv) the fees and disbursements of the Districts' accountants, advisors and local counsel and of any other experts or consultants retained by the Districts; (v) fees, if any, for the rating of the Note Participations; and (vi) any reimbursements in connection with or expenses incurred on behalf of the County's or the Districts' employees which are incidental to implementing this Purchase Contract, including, but not limited to meals, transportation and lodging of those employees.

(b) The County and the Districts shall be under no obligation to pay, and the Underwriters shall pay from the expense component of the Underwriters' discount: (i) the cost of producing this Purchase Contract; (ii) any advertising expenses in connection with the public offering of the Note Participations; (iii) Municipal Securities Rulemaking Board fees; and (iv) all other expenses incurred in connection with their public offering and distribution of the Note Participations, including the fees and disbursements of counsel retained by them, and the fees, if any, for CUSIP numbers. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Note Participations. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the County and each of the Districts agree to reimburse the Underwriters for their respective share of such fees.

11. (a) To the extent permitted by law, the Districts agree to indemnify and hold harmless the County and its officers and employees and the Underwriters and its officers and employees (collectively, the "Indemnified Persons," and individually, an "Indemnified Person") from and against any losses, claims, damages or liabilities to which any Indemnified Person may become subject insofar

as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse each Indemnified Person for any legal or other expenses reasonably incurred by such Indemnified Person in investigating, defending or preparing to defend any such action or claim; provided, however, that the Districts shall not be liable in any such case as to any Indemnified Person to the extent that any such loss, claim, damage or liability arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, in reliance upon and in conformity with written information furnished to the Districts by or on behalf of any Indemnified Person specifically for inclusion therein; and provided further, however, that the indemnity with respect to the Official Statement shall not inure to the benefit of the Underwriters on account of any loss, expense, liability or claim arising from the sale of the Notes by the Underwriters to any person if a copy of the Official Statement (as amended or supplemented, or as proposed by the Districts to be amended or supplemented, if the Districts shall have furnished, or in the case of such proposed amendment or supplement, if the Districts shall have furnished, to the Underwriters at least one full business day prior to confirmation of such sale by the Underwriters an amended Official Statement or amendments or supplements to the Official Statement relating to the untrue statement or alleged untrue statement or omission or alleged omission for which indemnity is sought, as the case may be) shall not have been sent or given to such person at or prior to the confirmation of the sale of such Certificates to such person.

(b) Promptly after receipt by an Indemnified Person under paragraph (a) of this Paragraph of notice of the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the Districts under such paragraph, notify the Districts in writing of the commencement thereof. In case any such action shall be brought against any Indemnified Person, and such Indemnified Person shall notify the Districts of the commencement thereof, the Districts shall be entitled to participate in and, to the extent that it wishes, to assume the defense of, with counsel satisfactory to such Indemnified Person, and after notice from the Districts to such Indemnified Person of its election so to assume the defense thereof, the Districts shall not be liable to such Indemnified Person under paragraph (a) of this Paragraph for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof other than reasonable costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include both the Indemnified Persons, the Districts, and the Indemnified Persons, the Districts shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Districts, the Indemnified Persons shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Indemnified Persons; provided further, however, that the District shall not, in connection with any one such action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys at any point in time for the Indemnified Persons.

(c) The Underwriters agree to indemnify and hold harmless the County, Districts and their officers and employees to the same extent as the indemnity from the County and Districts to the Indemnified Persons described in paragraph (a) of this Paragraph but only with respect to information relating to the Underwriters furnished in writing by the Underwriters or on their behalf, which includes



certain information furnished for the inside and outside of the cover of the Official Statement and under the caption "Underwriting" as set forth in the Official Statement. In case any action shall be brought against the County or the Districts in respect of which indemnity may be sought against the Underwriters, the Underwriters shall have the rights and duties given to the County and Districts and the County and Districts shall have the rights and duties given to the Underwriters by paragraph (b) of this Paragraph and the term "Indemnified Person" shall include the County, the Districts and their officers and employees.

12. Any notice or other communication to be given to the County under this Purchase Contract may be given by delivering the same in writing to the attention of the Treasurer-Tax Collector, County of San Diego, 1600 Pacific Highway, Room 101, San Diego, CA 92101 and the Auditor and Controller, County of San Diego, 1600 Pacific Highway, Room 166, San Diego, CA 92101. Any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Underwriters, c/o J.P. Morgan Securities LLC, 1415 L Street, Floor 6, Sacramento, California 95814, attention: Juan Fernandez, Executive Director.

13. The County and the Districts each acknowledge and agree that (i) the purchase and sale of the Note Participations pursuant to this Purchase Contract is an arm's-length commercial transaction among the County, the Districts and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as agents or fiduciaries of the County or the Districts, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the County or the Districts with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the County or the Districts on other matters) and the Underwriters have no obligation to the County or the Districts with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the County and the Districts have consulted their own legal, financial and other advisors to the extent they have deemed appropriate.

14. This Purchase Contract is made solely for the benefit of the County, the Districts and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the County's representations, warranties and agreements contained in the Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of any payment for the Note Participations, pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract, except for any termination by the Underwriters that is not permitted under this Purchase Contract. This Purchase Contract shall be enforceable in accordance with the laws of the State of California.

15. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Treasurer-Tax Collector or other Authorized Representative of the County and shall be valid and enforceable as of the time of such acceptance.

[REMAINDER OF PAGE LEFT BLANK]

16. This Purchase Contract may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as  
Representative on behalf of itself and  
CITIGROUP GLOBAL MARKETS INC., as  
Underwriters

---

By: Authorized Officer

ACCEPTED this \_\_\_\_\_, 2021:

COUNTY OF SAN DIEGO, on behalf of  
the School Districts listed in Appendix A

By: \_\_\_\_\_  
[Tracy Drager]  
Auditor and Controller

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**APPENDIX A**

**NOTE PARTICIPANTS**

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4853-0204-7442v4/200121-0078

**APPENDIX A**

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## COVID-19 AND RELATED EVENTS

The global outbreak of the novel coronavirus COVID-19 (“COVID-19”), a respiratory disease declared to be a pandemic (the “Pandemic”) by the World Health Organization, is significantly affecting the national capital markets, the national and State economies, and will negatively impact the operations and finances of the participating school districts identified in the forefront of this official statement (the “Districts”).

On March 13, 2020, the federal government declared a national emergency, allowing for federal assistance to state and local governments. In response to the Pandemic, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), which was signed into law on March 27, 2020. The CARES Act provides \$150 billion in financial assistance to states, tribal governments and local governments to provide emergency assistance to those most significantly impacted by COVID-19. Under the CARES Act, local governments are eligible only for reimbursement of certain costs expended to address the impacts of COVID-19. The CARES Act includes \$13.2 billion in direct funding for elementary and secondary school emergency relief. California will receive approximately \$1.65 billion, with 10% set aside for emergencies designated by the California Department of Education. School district distribution is based on a district’s share of federal Title I funding which uses a formula based primarily on the number of students whose family income is below the federal poverty threshold of \$26,200 for a family of four and who receive Temporary Assistance for Needy Families.

On March 4, 2020, the Governor declared a state of emergency to help the State prepare and respond to the Pandemic. On March 19, 2020, the Governor issued, among other executive orders relating to the Pandemic, a statewide order, Executive Order N-33-20 (“Order N-33-20”), directing all residents to heed current State public health directives to stay home or at their place of residence, except as needed to maintain continuity of operations of critical infrastructure sectors. Order N-33-20 remains in place until further notice from the State.

On May 8, 2020, the State modified the restrictions under Order N-33-20 in connection with its four stage framework for re-opening the State’s economy. The State is currently in Stage 2, which involves the gradual, flexible opening of “lower risk” workplaces. Stage 2 will be phased in gradually based on continued monitoring of the Pandemic and local circumstances. The scope of re-opening may be altered, expanded, or reversed as necessary and the Districts cannot predict the timing or extent of such changes. Currently, the Districts and the County are operating in accordance with State instructions, which are subject to change.

Order N-33-20 suspended in-person classroom instruction indefinitely throughout California. Most school districts (including the Districts) have enacted distance learning efforts to provide continuing instruction to students and are currently in the process of planning distance learning, in-person learning protocols, or a hybrid of both for fall classes. State law allows school districts to apply for a waiver to hold them harmless from the loss of State apportionment funding based on attendance and state instructional time penalties when they are forced to close schools due to emergency conditions. On March 13, 2020, Governor Newsom signed Executive Order N-26-20 (“Order N-26-20”) under the provisions of Government Code Section 8571 in an effort to mitigate the effects of the COVID-19 pandemic on local educational agencies, including school districts, county offices of education, and charter schools. Order N-26-20 provides that if a local educational agency closes its schools as a result of COVID-19, the local educational agency will continue to receive State funding to continue delivering services including distance learning and independent study, provide school meals in non-congregate settings through the Summer Food Service Program and Seamless Summer Option, arrange for supervision for students during ordinary school hours, and continue to pay its employees. Order N-26-20 waives any State or local law that might be interpreted to prohibit a local educational agency from offering distance learning or independent study.

Senate Bill 117 (“SB 117”) was passed on March 17, 2020, addressing attendance issues and instructional hour requirements, among other items, and effectively holds schools harmless from incurring funding losses that could result from these issues under existing funding formulas. SB 117 provides that for schools that comply with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, will be reported for apportionment purposes. SB 117 also holds that certain minimum instructional day and minute requirements will be deemed to have been met during the period complying school districts are closed due to COVID-19, in order to prevent a loss of funding due to the COVID-19 outbreak.

On April 22, 2020, the Governor signed Executive Order N-56-20 (“Order N-56-20”), which extends the deadline for school districts to adopt their Local Control and Accountability Plan (“LCAP”) and budget overview, from July 1, 2020 to December 15, 2020 subject to certain conditions. One of the conditions to qualify for the extended deadline is for the governing board of the school district to adopt a written report to the community, during the same meeting at which it adopts the annual budget due by July 1, 2020, that explains how the school district has responded to COVID-19, including steps taken to deliver distance learning, provide school meals in non-congregated settings, and arrange for supervision of students during ordinary school hours.

Executive Orders N-26-20, N-56-20, and other related Executive Orders have defined expectations for local educational agencies, suspended state academic assessments for the 2019-20 school year, increased programmatic flexibility for after school programs, and required local educational agencies to be transparent with their communities about actions taken to ensure continuity of student learning during the COVID-19 pandemic. Additional executive orders or legislation may be enacted in response to the pandemic, but the Districts cannot predict the nature or content of such orders, or the effect they will have on their operations or finances.

On May 19, 2020, the Center for Disease Control (the “CDC”) released detailed guidance for reopening of schools during the COVID-19 pandemic. The guidelines provide a three-step approach on scaling up operations, promoting health hygiene practices and intense cleaning, training on social distancing protocols, and establishing a plan in the event someone becomes sick and schools require closing. Additional recommendations for schools include additional spacing of desks, staggered arrival times, additional protective equipment for staff, practicing daily health checks, and limiting large gatherings, among others.

On July 17, 2020, the Governor announced his plan for re-opening California schools and the California Department of Public Health (“CDPH”) issued a framework for when and how schools should re-open for in-person instruction. The Governor’s plan focuses on five key points: re-opening schools based on local health data, strong mask requirements for anyone in school, physical distancing requirements and other adaptations, regular testing and contact tracing for any outbreaks at schools, and rigorous distance learning. The CDPH’s framework provides general guidance to schools prepare for in-person instruction and is intended to be applied on a case-by-case basis in consultation with local health officials.

On August 28, 2020, the Governor released the “Blueprint for a Safer Economy,” a statewide, plan for living with COVID-19 for the long haul (the “Blueprint”). The plan sets forth risk-based criteria on tightening and loosening allowable activities and expands the length of time between changes to assess how any movement affects the trajectory of the Pandemic. This new framework makes a number of changes to the state’s previous resilience roadmap. As described by the Governor, it includes:

1. At least 21 days to expand activities beyond the initial tier to ensure California better limits the spread of the virus;

2. Mandatory metrics – case rates and test positivity – to measure how widespread COVID-19 is in each county and guide what is allowed;
3. A uniform state framework, with four categories instead of 58 different sets of rules;
4. A more nuanced way of allowing activity: Instead of open vs. closed, sectors can be partially opened and progressively add to their operations as disease transmission decreases; and
5. A new process for tightening back up again quickly when conditions worsen.

Based on recent data, each county will fall into one of four colored tiers – Purple (Widespread), Red (Substantial), Orange (Moderate) and Yellow (Minimal) – based on how prevalent COVID-19 is in each county and the extent of community spread. That color will indicate how business sectors and school districts, including community college districts, can operate. Movement into different tiers relies on two leading health metrics: number of cases per 100,000 residents and percentage of COVID-19 tests that come back positive. In addition, counties will also be required to show they are targeting resources and making particular efforts to prevent and address COVID-19 in communities with high risk individuals, and to demonstrate improvements in outcomes. Counties must remain in each tier (except Purple) for a minimum of 21 days before being eligible to move into the next tier. Each Tuesday, California will update each county’s data for the previous week and make corresponding changes to tiers. In order to move into a less restrictive tier, a county must meet that tier’s criteria for two straight weeks. Counties that fail to meet the metrics for their current tier for two consecutive weeks must move to the next most restrictive tier. The plan also includes an “emergency brake” where the State can intervene rapidly for concerning factors like hospitalizations. The County is currently in the Widespread tier, which imposes the greatest restrictions on indoor operations. [Confirm County status at time of posting.]

The Districts are currently operating under a distance learning format. [Confirm.] The Districts are unable to predict at this time the cost of implementing the State’s and the CDC’s guidelines when they determine to reopen, whether new proposals will be enacted or in what form they may take, or whether any new requirements related to reducing the spread of COVID-19 will materially impact their finances or operations.

The Districts are currently operating under the various Executive Orders, as well as guidance from State and County officials. None of the Districts have experienced material adverse effects on their operations, including their financial reporting systems and disclosure controls and procedures, as a result of remote working and other arrangements made as a result of the COVID-19 pandemic. [To be confirmed.] The Districts cannot predict the extent or duration of the outbreak, the overall impact it may have on their financial condition, operations, nor the impact of COVID-19 on the assessed values of property within the boundaries of the District and the economy in general. Any financial information, including projections, forecasts and budgets presented herein may not account for the potential or wide-ranging effects of the Pandemic and related events.

## **STATE AND FEDERAL FUNDING OF EDUCATION**

### **Major Revenues**

*General.* The Districts’ principal revenues consist of guaranteed State moneys, *ad valorem* property taxes and funds received from the State and federal government in the form of categorical aid under ongoing programs of local assistance. Categorical funds provided by the State and federal government are to be used for specific programs, such as student transportation, class-size reduction and special education, and



typically cannot be used for any other purpose. The amount of categorical funding appropriated to a school district may vary significantly from other school districts and yearly.

The Districts also receive revenues from the State attributable to temporary tax increases that are scheduled to expire in Fiscal Year 2030 and from local sources other than property taxes, such as interest income, donations and sales of property. The California lottery is another source of funding for school districts. Every school receives the same amount of lottery funds per pupil from the State; however, these are not categorical funds as they are not for particular programs or children. The initiative authorizing the lottery requires the funds to be used exclusively for the education of pupils and students and no funds are to be spent for acquisition of real property, construction of facilities, financing of research, or any other non-instructional purpose.

State funding of school districts, including the Districts, is required by Article XVI of the State Constitution, which requires that from all State revenues, there first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education. The State Legislature and the Governor approve the State's authorized appropriations for school districts each fiscal year in connection with the adoption of the State budget act. Proposition 98 (as defined herein) provides the minimum funding formula for school districts. However, the actual appropriations and the timing of such appropriations are subject to, among other things, the estimated amount of State General Fund revenues during the fiscal year and subsequent changes in State law. See “– State Budget Process Related to Funding of Education– Aggregate State Education Funding” herein.

The COVID-19 pandemic and related events have and will continue to materially impact major revenue sources for the Districts. See “COVID-19 AND RELATED EVENTS.”

***Local Control Funding Formula.*** Since Fiscal Year 2013-14, the State has calculated funding to school districts using the Local Control Funding Formula (the “LCFF”). The LCFF allocates State funding based on a school district's demographics. Each school district receives a base grant (the “Base Grant”) per Average Daily Attendance (“ADA”) in an amount determined by the State. Pursuant to the LCFF, each local education agency (“LEA”) is required to, among other things show progress toward an average class enrollment of no more than 24 pupils in kindergarten through grade 3 unless the LEA has collectively bargained an annual alternative average class enrollment in those grades for each school. Accordingly, the LCFF includes an adjustment to the Base Grant for kindergarten through grade 3 of approximately 10.4% in order to cover the costs associated with class size reduction. In addition, the LCFF includes an adjustment to the Base Grant for grades 9 through 12 of approximately 2.6% in order to cover the costs of, among other things, providing career technical education.

Based on the ADA of the given demographic classification, school districts are eligible to receive a 20% supplemental grant (the “Supplemental Grant”) for students classified as English learners (“EL”), students eligible to receive a free or reduced price meal (“FRPM”), and students classified as foster youth (“LI”). The State expects the Supplemental Grants to reflect the additional costs associated with the education of EL, FRPM and LI students. In addition, school districts are eligible to receive a concentration grant (the “Concentration Grant”) if the school district has a significant concentration of students classified as EL, FRPM or LI (collectively, “Targeted Disadvantaged Students”). The LCFF uses an unduplicated student count to determine the amount of the Supplemental Grant and Concentration Grant authorized for a school district. A school district may only count a student one time if such student classified in more than one of the categories EL, FRPM and LI. In the event the percentage of EL or LI students exceeds 55% of the school district's total enrollment, the LCFF provides additional funding to the school district through a Concentration Grant. The Concentration Grant will be an amount equal to an additional 50% of the school district's adjusted Base Grant for each EL or LI student above the 55% threshold.

The Base Grants are based on four uniform, grade-span base rates, which are adjusted periodically, including in connection with the adoption of each State budget act. The amount of actual funding allocated to the Base Grant, Supplemental Grants and Concentration Grants will be subject to the discretion of the State. The current funding rates are set forth on the State Department of Education's website located at <http://www.cde.ca.gov/fg>.

The 2018-19 State Budget provided \$3.7 billion in new funding for the LCFF, which resulted in the LCFF being fully implemented two years earlier than originally scheduled. During the period in which LCFF was phased in, certain LEAs were eligible for an additional funding amount (the "Economic Recovery Target"). The Economic Recovery Target consists of funding, which the State adds on to LCFF funding for school districts and charter schools. The Economic Recovery Target was available if the school district or charter school would have generated greater revenues if the revenue limit's deficit factor were retired and categorical funding had been restored than under the LCFF. Under the LCFF, only school districts and charter schools that were at, or below, the 90th percentile of per-pupil funding rates of school districts under the prior revenue limit system as determined at the certification of the State's second principal apportionment in Fiscal Year 2013-14 are eligible for Economic Recovery Target payments.

**Local Control Funding Formula Gap Funding.** Until the LCFF was fully implemented, each school district had a gap between the school district's prior year funding and the target amount of funding under the LCFF for the current year. In order to address this shortfall, the LCFF provided school districts with additional funding based on the percentage of the gap (the "LCFF Gap Funding"). The State provided school districts with the same percentage of LCFF Gap Funding, but the dollar amount of the LCFF Gap Funding varied between school districts. Beginning Fiscal Year 2014-15 and for each fiscal year thereafter, an LEA's funding amount was based on a recalculation of its target amount under the LCFF and technical calculations related to adjustments to its prior year's funding. With the full implementation of the LCFF Fiscal Year 2018-19, the Districts have reached their target funding amounts and no longer receive LCFF Gap Funding.

## **Federal Revenues**

The federal government provides funding for several Districts' programs, including programs that benefit educationally disadvantaged students and students with limited English skills, and that provide other specialized services to students and administration. The Districts cannot predict what actions will be taken in the future by the federal government or the President to address federal budgetary deficits, if any or cash management practices, or the amount of debt that can be issued by the United States Treasury. Future federal budgets will be affected by national and international economic conditions, including economic downturns, and other factors over which the Districts will have no control. To the extent that the federal budget process results in reduced revenues, deferred revenues, or increased expenses for the Districts, the Districts will be required to make adjustments to their respective budget and cash management practices. In such event, the Districts will be required to generate additional revenues, curtail programs or services, or use their respective reserve funds to ensure a balanced budget.

## **State Budget Process Related to Funding of Education**

**General.** As is true for all school districts in California, operating income of each District consists primarily of two components: a State portion funded from the State General Fund (including amounts funded from the EPA within the State General Fund) and a local portion derived from each District's share of the 1% local *ad valorem* property tax authorized by the State Constitution. School districts may be eligible for other special categorical funding, including for State and federal programs. As a result, decreases in State revenues or in State legislative appropriations made to fund education, may significantly affect the operations of the Districts.

According to the State Constitution, the Governor of the State is required to propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted by a two-thirds vote of each house of the State Legislature no later than June 15 of each year, although this deadline is routinely breached. The State's budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. On May 29, 2002, the State Court of Appeal held in *White v. Davis* (also referred to as *Jarvis v. Connell*) that the State Controller cannot disburse State funds after the beginning of the Fiscal Year until the adoption of the budget bill or an emergency appropriation, unless the expenditure is: (1) authorized by a continuing appropriation found in statute, (2) mandated by the Constitution (such as appropriations for salaries of elected State officers), or (3) mandated by federal law (such as payments to State workers at no more than minimum wage). The court specifically held that the State Constitution does not mandate or otherwise provide for appropriations for school districts without an adopted budget. Nevertheless, the Controller believes that statutory implementation of the constitutional school funding formula provides for a continuing appropriation of State funding for schools, and has indicated that payment of such amounts would continue during a budget impasse. Special and categorical funds would not be appropriated until a budget or emergency appropriation is adopted. The Controller has posted guidance as to what can and cannot be paid during a budget impasse at its website: [www.sco.ca.gov](http://www.sco.ca.gov). Should the State Legislature fail to pass the budget or emergency appropriation before the start of any Fiscal Year, the Districts might experience delays in receiving certain expected revenues. The Districts are authorized to borrow temporary funds to cover their respective annual cash flow deficits, and as a result of the *White* decision, the Districts might find it necessary to increase the size or frequency of their cash flow borrowings, or to borrow earlier in the Fiscal Year.

State income tax, sales tax, and other receipts can fluctuate significantly from year to year, depending on economic conditions in the State and the nation. Because funding for education is closely related to overall State income, as described in this section, funding levels can also vary significantly from year to year, even in the absence of significant education policy changes. Additionally, the COVID-19 pandemic has resulted in significant reductions in State tax revenues. See "COVID-19 AND RELATED EVENTS" and "State Budget for Fiscal Year 2020-21" herein. Brief descriptions of the adopted State Budget for Fiscal Year 2019-20 and the State Budget for 2020-21 are included below. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of adopted budgets may be found at the website of the Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget". An impartial analysis of the budget is posted by the State's Legislative Analyst's Office ("LAO") at [www.lao.ca.gov](http://www.lao.ca.gov). In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts within the State, may be found at the website of the State Treasurer, [www.treasurer.ca.gov](http://www.treasurer.ca.gov). The information contained in the websites referred to herein is prepared by the respective State agency maintaining each website and not by the Districts. The Districts have not independently reviewed the information in these websites and the Districts take no responsibility for the continued accuracy of the internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by those references.

**Aggregate State Education Funding.** Under Proposition 98, a constitutional and statutory amendment adopted by the State's voters in 1988 and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the Constitution) ("Proposition 98"), a minimum level of funding is guaranteed (the "Proposition 98 Guarantee") to school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs for kindergarten through grade 14 (K through 14).

The guaranteed funding amount for K through 14 education is based on prior-year funding, as adjusted through various formulas and tests that take into account State proceeds of taxes, local property tax proceeds, school enrollment, per-capita personal income, and other factors. The State's share of the

guaranteed amount is based on State General Fund tax proceeds and is not based on the State General Fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given Fiscal Year's budget, from the Governor's initial budget proposal to actual expenditures, as the various factors change. Over the long run, the guaranteed amount will increase as enrollment and per-capita personal income grow. On average, about 40 percent of State General Fund tax proceeds are spent on the State's share of Proposition 98 funding. However, due to the effects of the COVID-19 pandemic on the State's finances, Proposition 98 funding for Fiscal Year 2020-21 was significantly reduced. See “– State Budget for Fiscal Year 2020-21” herein and “COVID-19 AND RELATED EVENTS.”

The Proposition 98 Guarantee may be suspended for one year at a time by enactment of an urgency statute. In subsequent years in which State General Fund revenues are growing faster than personal income (or sooner, as the State Legislature may determine), the funding level must be restored to the guaranteed amount. However, the amount of underfunding during suspension of Proposition 98 Guarantee will result in permanent savings to the State.

When State General Fund revenues have failed to reach budgeted levels, the State has implemented a number of retroactive funding adjustments and deferrals within and across fiscal years, distorting funding over many years, making cross-year comparisons difficult, and making short- and long-term budgeting difficult for school and community college districts. In several years in the early 1990s, as the State's economy was sliding into a recession, the State's budgeted allocations for school and community college districts proved to be more than the Proposition 98 Guarantee would have required. The excess amounts were later treated by the State as advances to K through 14 education against subsequent years' Proposition 98 Guarantee, resulting in aggregate funding reductions of over \$1 billion in those subsequent years. In Fiscal Years 2003-04, 2004-05 and 2008-09, the worsening State financial position again resulted in retroactive adjustments as well as current-year cuts. LAO reported that legislative actions in mid-Fiscal Year 2002-03 eliminated \$2.5 billion from budgeted Proposition 98 funding through a combination of deferral of expenditures to Fiscal Year 2003-04, use of one-time funds, captured program savings, and other cuts. In general, deferral of education expenditures and reductions in the components of Proposition 98 funding have the effect of reducing the base from which the Proposition 98 Guarantee is calculated in the future. Legislation enacted in March 2003 permanently defers the apportionment of Proposition 98 funds, scheduled each year for June, to each July 2, and thereby deferring apportionment from one Fiscal Year to the next. These and other techniques significantly reduced the amount of the Proposition 98 Guarantee for Fiscal Years 2003-04 and subsequent fiscal years. See “State and Federal Funding of Education” herein for information regarding additional deferred apportionments.

As a result of decreased State revenues due to COVID-19, the 2020-21 State Budget (as herein defined) requires \$1.9 billion of LCFF apportionment deferrals in Fiscal Year 2019-20 and \$11 billion of LCFF apportionment deferrals in Fiscal Year 2020-21. These deferrals are intended to allow LCFF funding to remain at the Fiscal Year 2019-20 levels for both Fiscal Year 2019-20 and 2020-21. The 2020-21 State Budget provides that \$5.8 billion of the deferrals required in Fiscal Year 2020-21 will not be necessary if sufficient funding is obtained from the federal government. The 2020-21 State Budget also suspends the statutory LCFF cost-of-living adjustment in Fiscal Year 2020-21.

***State Budget for Fiscal Year 2020-21.*** On June 29, 2020, the Governor signed the 2020-21 State Budget Act (the “2020-21 State Budget”). Although initially the proposed fiscal year 2020-21 State budget (the “2020-21 Proposed State Budget”) had not reflected the impacts of COVID-19, the May Revision to the 2020-21 Proposed State Budget (the “May Revision”) reflected the projected impacts of the Pandemic on the State's economy, including a projected decline of \$41 billion in General Fund revenues. This decline in revenues, along with increased costs in health and human services programs, lead to a projected budget deficit of approximately \$54 billion prior to the implementation of the budget proposals in the May

Revision. The 2020-21 State Budget Act takes a balanced approach to closing the \$54 billion deficit projected in the May Revision. The 2020-21 State Budget includes total general fund spending of \$134 billion, with a general fund expenditures on K-12 Education of \$48 billion, a decrease of approximately \$6 billion from Fiscal Year 2019-20.

The 2020-21 State Budget includes total funding of \$98.8 billion (\$48.1 billion General Fund and \$50.7 billion other funds) for all K-12 education programs, and estimates a Proposition 98 minimum guarantee of \$70.9 billion for Fiscal Year 2020-21, a decrease of \$10.2 billion over the level provided by the 2018-19 State Budget. The 2020-21 State Budget also estimates that Proposition 98 funding levels for Fiscal Years 2018-19 and 2019-20 will decrease to \$78.5 billion and 77.7 billion, respectively. Significant adjustments in the 2020-21 State Budget affecting K-12 schools include the following:

1. The 2020-21 State Budget includes \$1.9 billion of LCFF deferrals in Fiscal Year 2019-20 and \$11 billion in LCFF deferrals in Fiscal Year 2020-21. The deferrals in Fiscal Year 2020-21 may be reduced by \$5.8 billion if sufficient federal funding is received.

2. The 2020-21 State Budget includes a one-time investment of \$5.3 billion (\$4.4 billion federal Coronavirus Relief Fund, \$539.9 million Proposition 98 General Fund, and \$355.2 million federal Governor's Emergency Education Relief Fund) for local educational agencies to address learning loss related to COVID-19 school closures. These funds will be allocated on an equity basis in the following manner: (i) \$2.9 billion based on the LCFF supplemental and concentration grant allocation; (ii) \$1.5 billion based on number of students with exceptional needs; and (iii) \$979.8 million based on total LCFF allocation.

3. In order to address reductions in Proposition 98 funding in Fiscal Years 2019-20 and 2020-21, the 2020-21 State Budget provides for a new, multi-year payment obligation to supplement K-14 education funding. The total obligation would equal approximately \$12.4 billion, and reflects the administration's estimate of the additional funding K-14 school districts would have received in the absence of COVID-19-related reductions. Under this proposal the State will make annual payments toward this obligation beginning in Fiscal Year 2021-22. These payments would equal 1.5% of State general fund revenue. The 2020-21 State Budget also increases the share of State general fund revenue required to be spent on K-14 school districts from 38% to 40% by Fiscal Year 2023-24.

4. The 2020-21 State Budget redirects \$2.3 billion appropriated in the 2019-20 State Budget to CalSTRS and CalPERS long-term unfunded liabilities to further reduce employer contribution rates in Fiscal Years 2020-21 and 2021-22. This allocation will reduce the CalSTRS employer rate from 18.41% to approximately 16.15% in Fiscal Year 2020-21 and from 17.9% to 16.02% in Fiscal Year 2021-22. The CalPERS Schools Pool employer contribution rate will be reduced from 22.67% to 20.7% in Fiscal Year 2020-21 and from 24.6% to 22.84% in Fiscal Year 2021-22.

5. In addition to funds from the federal Coronavirus Relief Fund and Governor's Education Relief Fund allocated to K-12 education, the 2020-21 State Budget appropriates \$1.6 billion in federal Elementary and Secondary School Emergency Relief funds awarded to the State. Of the \$1.6 billion amount, \$1.5 billion will be allocated to local education agencies in proportion to the amount of Title I-A funding they receive to be used for costs related to COVID-19. The remaining \$164.7 million will be available for certain state-level activities, such as funding local educational agencies participating in certain student meal programs, grants to local educational agencies to increase access to health, mental health, and social service support for high-needs students, providing educator professional development, and other State costs associated with COVID-19.

6. The 2020-21 State Budget proposes a temporary three-year suspension of net operating losses and limitation on business incentive tax credits to offset no more than \$5 million of tax liability per year. This, along with other tax changes, would generate approximately \$1.6 billion benefit to the Proposition 98 minimum guarantee.

7. The 2020-21 State Budget increases special education base rates to \$625 per pupil pursuant to a new funding formula and provides \$100 million to increase funding for students with low-incidence disabilities. The 2020-21 State Budget also includes \$15 million federal Individuals with Disabilities Education Act (“IDEA”) funds for the Golden State Teacher Scholarship Program to increase the special education teacher pipeline, \$8.6 million IDEA funds to assist local educational agencies with developing alternative dispute resolution and mediation services, and \$1.1 million IDEA funds for a study of current special education governance and accountability structure.

8. To ensure funding stability regardless of instructional models used, the 2020-21 State Budget includes a hold harmless provision for the ADA used to calculate funding for local educational agencies. Specifically, the hold harmless provision provides that for the purpose of calculating apportionment in Fiscal Year 2020-21, the ADA shall be based on the ADA for Fiscal Year 2019-20, except for new charter schools commencing instruction in 2020-21.

***State Budget for Fiscal Year 2021-22.***

[To be completed after release of the Governor’s Proposed State Budget.]

***Changes in State Budget.*** The 2021-22 Proposed State Budget may be affected by subsequent legislative actions. The Districts cannot provide any assurances that there will not be any changes in the State budget for Fiscal Year 2021-22. The Districts cannot predict the impact that any subsequent legislative actions will have on their finances and operations. The 2021-22 Proposed State Budget may be affected by national and State economic conditions and other factors which the Districts cannot predict.

***Future State Budgets.*** The Districts cannot predict what actions will be taken in the future by the State Legislature and the Governor to address the State’s current or future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the Districts will have no control. To the extent that the State budget process results in reduced revenues or increased expenses for the Districts, the Districts will be required to make adjustments to their respective budgets. In the event a revision to the 2021-22 Proposed State Budget includes decreases in a District’s revenues or increases in required expenditures by such District from the levels assumed by such District, such District will be required to generate additional revenues, curtail programs and/or services, or spend down its reserve to ensure a balanced budget.

No prediction can be made by the Districts as to whether the State will encounter budgetary problems in this or in any future Fiscal Years, and if it were to do so, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the Districts cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on its finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the Districts have no control.

## SAN DIEGO COUNTY INVESTMENT POOL

The following information concerning the Treasury Pool of San Diego County (the “Treasury Pool”) has been provided by the Treasurer-Tax Collector. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

In accordance with Government Code Section 53600 *et seq.*, the Treasurer-Tax Collector manages funds deposited with it by the Participants. The County is required to invest funds in accordance with California Government Code Sections 53635 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code.

All investments in the Treasurer-Tax Collector’s investment portfolio conform to the statutory requirements of Government Code Section 53635 *et seq.*, authorities delegated by the County Board of Supervisors and the Treasurer-Tax Collector’s investment policy.

### General

Pursuant to a resolution adopted July 8, 1958, the Board of Supervisors delegated to the Treasurer-Tax Collector the authority to invest and reinvest funds of the County. Applicable law limits this delegation of authority to a one-year period and must be renewed annually by action of the Board of Supervisors. In addition to funds of the County funds of certain local agencies within the County, including school districts in the County, are required under state law to be deposited into County Treasury (“Involuntary Depositors”). In addition, certain agencies, such as cities and special districts, invest certain of their funds in the County Treasury on a voluntary basis (“Voluntary Depositors” and together with the Involuntary Depositors, the “Depositors”). Deposits made by the County and the various local agencies are commingled in a pooled investment fund (the “Treasury Pool” or the “Pool”). No particular deposits are segregated for separate investment.

Under State law, Depositors in the Pool are permitted to withdraw funds which they have deposited on 30 days’ notice. The County does not expect that the Pool will encounter liquidity shortfalls based on its current portfolio and investment guidelines or realize any losses that may be required to be allocated among all Depositors in the Pool.

The County has established an Oversight Committee pursuant to State law. The members of the Oversight Committee include the Treasurer-Tax Collector, the County Auditor–Controller, the County Superintendent of Schools or designee, a representative from the special districts, a representative from the school districts and community college districts in the County, and members of the public. The role of the Oversight Committee is to review and approve the Investment Policy that is prepared by the Treasurer-Tax Collector.

### The Treasury Pool’s Portfolio

As of [\_\_\_\_\_, 2020], the securities in the Treasury Pool had a market value of \$[\_\_\_\_\_] and a book value of \$[\_\_\_\_\_] , for a net unrealized gain of \$[\_\_\_\_\_].

The effective duration for the Treasury Pool was [\_\_\_] years as of [\_\_\_\_\_, 2020]. “Duration” is a measure of the price volatility of the portfolio and reflects an estimate of the projected increase or decrease in the value of the portfolio based upon a decrease or increase in interest rates. A duration of [\_\_\_] means

that for every one percent increase in interest rates the market value of the portfolio would decrease by [ ]%.

As of [ ], 2020], approximately [ ]% of the total funds in the Pool were deposited by Voluntary Depositors, such as cities and fire districts, [ ]% by community colleges, [ ]% by the County, [ ]% by the Non-County and [ ]% by K-12 school districts.

Fitch Ratings maintains ratings of “AAAF” (highest underlying credit quality) and “S1” (very low sensitivity to market risk) on the Pool. The ratings reflect only the view of the rating agency and any explanation of the significance of such ratings may be obtained from such rating agency as follows: Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004.

### **Investments of the Treasury Pool**

*Authorized Investments.* Investments of the Pool are placed in those securities authorized by various sections of the California Government Code, which include obligations of the United States Treasury, Agencies of the United States Government, local and State bond issues, bankers acceptances, commercial paper of prime quality, certificates of deposit (both collateralized and negotiable), repurchase and reverse repurchase agreements, medium term corporate notes, shares of beneficial interest in diversified management companies (mutual funds), asset backed (including mortgage related), pass-through securities, and specific Supranational debt securities

Legislation which would modify the currently authorized investments and place restrictions on the ability of municipalities to invest in various securities is considered from time to time by the California State Legislature. At all times, the Pool’s investments will comply with California Government Code and the County’s Investment Policy (the “Investment Policy”).

*The Investment Policy.* The Investment Policy, which was last updated in January 2020, currently states the primary goals of the Treasurer-Tax Collector when investing public funds to be as follows: the primary objective is to safeguard the principal of the funds under the Treasurer-Tax Collector’s control, the secondary objective is to meet the liquidity needs of the Pool participants, and the third objective is to achieve an investment return on the funds under the control of the Treasurer-Tax Collector within the parameters of prudent risk management. The Investment Policy contains a goal that 35% of the Pool should be invested in securities maturing in one year or less, with the remainder of the portfolio being invested in debt securities with maturities spread over more than one year to five years. Furthermore, at least 15% of the securities must mature within 90 days. The maximum effective duration for the Pool shall be 2.0 years.

### **Certain Information Relating to Pool**

The following table reflects information with respect to the Pool as of the close of business June 30, 2020. As described above, a wide range of investments is authorized by state law. Investments mature and trading activity is constant. Therefore, there can be no assurances that the investments in the Pool will not vary significantly from the investments described below. In addition, the value of the various investments in the Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Therefore, there can be no assurance that the values of the various investments in the Pool will not vary significantly from the values described below. In addition, the values specified in the following table were based upon estimates of market values provided to the County



by a third party. Accordingly, there can be no assurance that if these securities had been sold on [\_\_\_\_\_, 2020], the Pool necessarily would have received the values specified.”

**TREASURER-TAX COLLECTOR  
SAN DIEGO COUNTY PORTFOLIO STATISTICS (1)**  
(As of [\_\_\_\_\_, 2020])

	<u>Par Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Portfolio</u>	<u>Market Price</u>	<u>Weighted Average Maturity(2)</u>	<u>Yield to Maturity(3)</u>	<u>Accrued Interest</u>	<u>Unrealized Gain/Loss</u>
	\$	\$	\$	%		%	%	\$	\$
Asset Backed Securities									
Bank Deposit									
Commercial Paper									
Federal Agency									
Medium-Term Notes									
Money Market Accounts									
Negotiable CDs									
Supranationals									
Sweep Fund									
Municipal Bonds									
Treasury Coupon Securities									
Totals for June 2020	\$	\$	\$	%				\$	\$
Totals for May 2020	\$	\$	\$	%				\$	\$
Change From Prior Month	\$ 0	\$ 0	\$ 0					\$ 0	\$ 0
Portfolio Effective Duration		_____	_____						
	%	%	%						
Book Value		<u>Annualized</u>	<u>Fiscal Year</u>		<u>Annualized</u>	<u>to Date Return</u>	<u>Calendar Year</u>		<u>Annualized</u>
		%	%		%	%	%		%

Source: The County.

(1) Yields for the portfolio are aggregated based on the book value of each security. Monthly Investment Returns are reported gross of fees. Administration fees since Fiscal Year 2017-18 have averaged approximately 7 basis points per annum.

(2) Weighted Average Maturity (WAM) is average time it takes for securities in a portfolio to mature, weighted in proportion to the dollar amount that is invested in the portfolio.

(3) Yield to maturity (YTM) is the estimated rate of return on a bond given its purchase price, assuming all coupon payments are made on a timely basis and reinvested at this same rate of return to the maturity date.

## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

### Limitations on Revenues

*Article XIII A of the California Constitution.* Article XIII A of the State Constitution, adopted and known as Proposition 13, was approved by the voters in June 1978. Section 1(a) of Article XIII A limits the maximum *ad valorem* tax on real property to one percent of "full cash value," and provides that such tax shall be collected by the counties and apportioned according to State law. Section 1(b) of Article XIII A provides that the one-percent limitation does not apply to *ad valorem* taxes levied to pay interest and redemption charges on (1) indebtedness approved by the voters prior to July 1, 1978, or (2) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast on the proposition, or (3) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the bond proposition.

Section 2 of Article XIII A defines "full cash value" to mean the county assessor's valuation of real property as shown on the Fiscal Year 1975-76 tax bill, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced in the event of declining property value caused by substantial damage, destruction or other factors. The Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to subsequently "recapture" such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor's measure of the restored value of the damaged property. The California courts have upheld the constitutionality of this procedure. Legislation enacted by the State Legislature to implement Article XIII A provides that, notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except the 1% base tax levied by each County and taxes to pay debt service on indebtedness approved by the voters as described above.

Since its adoption, Article XIII A has been amended a number of times. These amendments have created a number of exceptions to the requirement that property be reassessed when purchased, newly constructed or a change in ownership has occurred. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues of the Districts.

*Article XIII C and Article XIII D of the California Constitution.* On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIII C and XIII D to the State Constitution, which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges. Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes); prohibits special purpose government agencies such as school districts from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Article XIII C also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIII C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. The State Constitution and the laws of the State impose a duty on the county treasurer-tax collector to levy a property tax sufficient to pay debt service on school bonds coming due in each year. The initiative power cannot be used to reduce or repeal the authority and obligation to levy such taxes which are pledged as security for payment of general obligation bonds or to otherwise interfere with performance of the duty of the respective Districts and the County with respect to such taxes. Legislation adopted in 1997 provides that Article XIII C shall not be construed to mean that any owner or Beneficial Owner of a municipal security assumes the risk of or consents to any initiative measure which would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIII D deals with assessments and property-related fees and charges. Article XIII D explicitly provides that nothing in Article XIII C or XIII D shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the Districts.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

### **Expenditures and Appropriations**

*Article XIII B of the California Constitution.* In addition to the limits Article XIII A imposes on property taxes that may be collected by local governments, certain other revenues of the State and local governments are subject to an annual “appropriations limit” or “Gann Limit” imposed by Article XIII B of the State Constitution, which effectively limits the amount of such revenues that government entities are permitted to spend. Article XIII B, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to “proceeds of taxes,” which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed “the cost reasonably borne by such entity in providing the regulation, product or service.” “Proceeds of taxes” excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not “proceeds of taxes,” such as reasonable user charges or fees, and certain other non-tax funds.

Article XIII B also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in cases of emergency; however, the appropriations limit for the three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Each school district is required to establish an appropriations limit each year. In the event that a school district’s revenues exceed

its spending limit, the district may increase its appropriations limit to equal its spending by taking appropriations limit from the State.

Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years. If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years. If the State's aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, 50% of the excess is transferred to fund the State's contribution to school and college districts.

*Future Initiatives.* Articles XIII A, XIII B, XIII C, and XIII D, and Propositions 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the revenues of the Districts.

### **STATISTICAL AND FINANCIAL INFORMATION REGARDING THE DISTRICTS**

In connection with the offering of the Note Participations, each of the Districts has provided the following information and the summary of financial information of the Districts provided under "SUMMARY OF DISTRICT FINANCIAL INFORMATION" herein.

**Average Daily Attendance**

The following sets forth the average daily attendance (second period data) for the Fiscal Years ended June 30, 2017 through 2019, estimates for the Fiscal Year ended June 30, 2020 and projections for Fiscal Year ending June 30, 2021 for each District. SB 117 provides that for schools that comply with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, will be reported for apportionment purposes. See “COVID-19 AND RELATED EVENTS” herein.

**AVERAGE DAILY ATTENDANCE**  
**Second Principal Apportionment<sup>(1)</sup>**  
**Fiscal Years 2016-17 through 2020-21**  
**[To be updated]**

District	2016-17	2017-18	2018-19	2019-20 <sup>(2)</sup>	2020-21 <sup>(2)</sup>
Bonsall Unified School District					
Cajon Valley Union School District					
Chula Vista Elementary School District	22,667	22,595	22,336	22,421	22,421
Escondido Union School District					
Grossmont Union High School District	15,842	15,610	15,563	15,613	15,295
Jamul-Dulzura Union School District	575	563	551	546	525
La Mesa – Spring Valley School District	11,736	11,668	11,479	11,219	10,967
Lakeside Union School District					
Mountain Empire Unified School District					
National School District					
Oceanside Unified School District					
Ramona Unified School District					
Santee Elementary School District					
South Bay Union School District					
Vista Unified School District	20,974	20,341	19,767	19,437	19,055

Source: Data for Fiscal Years 2016-17 through 2018-19 are ADAs at P-2, as set forth in the supplemental information section of each respective District’s audit report, and data for Fiscal Years 2019-20 and 2020-21 are ADAs at P-2, as set forth in each of the District’s current budget, unless otherwise noted. Data excludes information for charter schools.

(1) Excludes adults enrolled in adult education programs.

(2) Data for Fiscal Year 2019-2020 is estimated. Data for Fiscal Year 2020-21 is projected, as set forth in the District’s Fiscal Year 2020-21 budget.

(3) Transitioned to Basic Aid District for Fiscal Year 2020-21. A “Basic Aid District” is a District where local property tax collections equal or exceed the District’s revenue limit under the State revenue limit formula or its entire funding allocation under the LCFF. A Basic Aid District receives only guaranteed “minimum state aid.”

## Local Control Funding Formula

The following table sets forth the unrestricted general fund Local Control Funding Formula amount for Fiscal Year 2019-20 and the projected Local Control Funding Formula amount for Fiscal Year 2020-21 for each District:

### LOCAL CONTROL FUNDING FORMULA Fiscal Year 2019-20 through 2020-21 [To be updated]

District	Fiscal Year 2020-21				Fiscal Year 2019-20 Local Control Formula Funding	Fiscal Year 2020-21 Local Control Formula Funding	Change in Funding from Prior Fiscal Year
	Target Amount <sup>(1)</sup>	Base Grant <sup>(1)</sup>	Grade-Based Adjustments <sup>(1)</sup>	Supplemental and Concentration Grants, and Additional Funding <sup>(1)</sup>			
Bonsall Unified School District							
Cajon Valley Union School District							
Chula Vista Elementary School District	\$213,220,690	\$173,911,833	\$10,274,131	\$29,034,726	\$213,001,509	\$213,220,690	\$ 219,181
Escondido Union School District							
Grossmont Union High School District	174,955,856	145,694,445	3,795,021	25,466,390	173,940,823	174,955,856	1,015,033
Jamul-Dulzura Union School District	5,401,520	4,286,675	620,606	920,282	5,381,759	5,401,520	19,761
La Mesa – Spring Valley School District	108,008,760	87,719,049	4,012,593	16,277,118	110,513,121	108,008,760	(2,504,361)
Lakeside Union School District							
Mountain Empire Unified School District							
National School District							
Oceanside Unified School District							
Ramona Unified School District							
Santee Elementary School District							
South Bay Union School District							
Vista Unified School District	201,350,449	161,289,653	6,478,137	33,582,659	203,842,542	201,350,449	(2,492,093)

Source: The Districts, based on the Fiscal Crisis and Management Assistance Team calculator.

<sup>(1)</sup> Funding and component parts provided by the indicated District. Except for San Dieguito Union High School District, which received \$357,257 in additional funding based on the economic recovery target, none of the Districts reported additional funding based on the economic recovery target.

<sup>(2)</sup> LCFF Funding reflects minimum state aid, due to transition to Basic Aid District.

See “STATE AND FEDERAL FUNDING OF EDUCATION – Major Revenues – Local Control Funding Formula” for a description of the allocation of State funding.

## Employees

The following table sets forth the number of full-time equivalent certificated and classified employees and management/other employees for each District as of July 1, 2020.

**FULL-TIME EQUIVALENT EMPLOYEES**  
**(As of July 1, 2020)**  
**[To be updated]**

<u>District</u>	<u>Certificated Employees</u>	<u>Classified Employees</u>	<u>Management/ Other Employees</u>
Bonsall Unified School District	1,684.0	1,202.2	213.0
Cajon Valley Union School District	944.3	847.1	127.0
Chula Vista Elementary School District <sup>(1)</sup>	25.0	19.3	10.0
Escondido Union School District	573.7	576.2	62.0
Grossmont Union High School District	599.4	346.3	75.5
Jamul-Dulzura Union School District	1,104.9	978.5	97.0
La Mesa – Spring Valley School District			
Lakeside Union School District			
Mountain Empire Unified School District			
National School District			
Oceanside Unified School District			
Ramona Unified School District			
Santee Elementary School District			
South Bay Union School District			
Vista Unified School District			

<sup>(1)</sup> Information provided as of June 12, 2020.  
Source: The Districts, respectively.

The following table sets forth the collective bargaining unit representing employees of each District and the expiration date of the collective bargaining agreement under which the respective District and such collective bargaining unit are currently operating:

**COLLECTIVE BARGAINING AGREEMENTS**  
**[To be updated]**

Collective Bargaining Units	Agreement Expiration Date
<b>Bonsall Unified School District</b>	
1.	
2.	
<b>Cajon Valley Union School District</b>	
1.	
2.	
<b>Chula Vista Elementary School District</b>	
1. Chula Vista Classified Employee Organization	June 30, 2022
2. Chula Vista Educators	June 30, 2021
<b>Escondido Union School District</b>	
1.	
2.	
<b>Grossmont Union High School District</b>	
1. California School Employees Association, Chapter 443	June 30, 2020 <sup>(1)</sup>
2. Service Employees International Union, Local 221	June 30, 2020 <sup>(1)</sup>
3. Grossmont Education Association	June 30, 2020 <sup>(1)</sup>
<b>Jamul-Dulzura Union School District</b>	
1. Jamul-Dulzura Union School District Teachers Association	June 30, 2019 <sup>(1)</sup>
2. California School Employee Association, Jamul Chapter 664	June 30, 2021
<b>La Mesa – Spring Valley School District</b>	
1. La Mesa – Spring Valley Teachers Association	June 30, 2020 <sup>(1)</sup>
2. California School Employees Association, Chapter 419	June 30, 2020 <sup>(1)</sup>
<b>Lakeside Union School District</b>	
1.	
2.	
<b>Mountain Empire Unified School District</b>	
1.	
2.	
<b>National School District</b>	
1.	
2.	
<b>Oceanside Unified School District</b>	
1.	
2.	
<b>Ramona Unified School District</b>	
1.	
2.	
<b>Santee Elementary School District</b>	
1.	
2.	
<b>South Bay Union School District</b>	
1.	
2.	
<b>Vista Unified School District</b>	
1. Vista Teachers Association	June 30, 2020 <sup>(1)</sup>
2. California School Employees Association	June 30, 2022

<sup>(1)</sup> This District is in the process of negotiating extensions of its existing agreement or terms of a new agreement. Terms of any expired or expiring agreement continue to apply until a new agreement is finalized.



Depending on the outcome of negotiations relating to new and existing labor agreements referenced in the footnotes above, certain Districts may be required to pay increased amounts in compensation to their respective employees.

None of the Districts are aware of any labor disputes which may materially adversely affect the finances or operations of the District since 2016.

### Outstanding Obligations

The following table sets forth the long-term outstanding obligations of each District as of June 30, 2019.

**LONG-TERM OUTSTANDING OBLIGATIONS<sup>(1)</sup>**  
**(As of June 30, 2019)**  
**[To be updated]**

District	General Obligation Bonds	Lease Obligations <sup>(2)</sup>	Net OPEB Liability	Net Pension Liability	Compensated Absences
Bonsall Unified School District					
Cajon Valley Union School District					
Chula Vista Elementary School District	\$120,340,000	\$136,771,570	\$34,900,268	\$361,632,495	\$1,416,424
Escondido Union School District					
Grossmont Union High School District	577,331,376	2,170,262	59,647,257	232,937,245	2,462,793
Jamul-Dulzura Union School District	5,990,739	174,903	--	8,629,471	77,814
La Mesa – Spring Valley School District	34,798,874	12,630,935	41,077,000	143,075,520	1,009,757
Lakeside Union School District					
Mountain Empire Unified School District					
National School District					
Oceanside Unified School District					
Ramona Unified School District					
Santee Elementary School District					
South Bay Union School District					
Vista Unified School District <sup>(3)</sup>	141,249,882	2,305,628	37,153,923	276,292,721	2,214,247

Source: Audited financial statements for each respective District.

<sup>(1)</sup> Excludes bond and certificates of participation premium, accreted interest, other long-term liabilities and obligations of assessment districts, special districts, community facilities districts and community service districts and special tax bonds.

<sup>(2)</sup> Lease obligations include capital leases, certificates of participation and lease revenue bonds.

<sup>(3)</sup> Excludes \$5,321,090 relating to a supplemental early retirement plan and \$56,000 relating to a revolving fund loan for child care facilities.

**Property-Related Information**

*Assessed Valuation and Appeals.* The assessed valuation of property in each District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full cash value of the property, as defined in Article XIII A of the California Constitution. The following table sets forth the total assessed valuation of property in each District for the current Fiscal Year and the past four Fiscal Years. The Districts cannot predict the impact of the COVID-19 pandemic on the assessed valuations of property in each respective District. See “COVID-19 AND RELATED EVENTS.”

**ASSESSED VALUE OF TAXABLE PROPERTY<sup>(1)</sup>**  
**Fiscal Years 2015-16 through 2019-20**  
**(\$ in thousands)**  
**[To be updated]**

District	2015-16	2016-17	2017-18	2018-19	2019-20
Bonsall Unified School District					
Cajon Valley Union School District					
Chula Vista Elementary School District	\$27,907,423	\$29,398,755	\$31,172,224	\$32,854,006	\$34,759,119
Escondido Union School District					
Grossmont Union High School District	42,008,880	44,142,097	46,883,704	49,643,192	52,461,808
Jamul-Dulzura Union School District	1,186,245	1,222,835	1,273,253	1,335,569	1,405,345
La Mesa – Spring Valley School District	11,966,140	12,683,459	13,433,823	14,274,553	15,190,608
Lakeside Union School District					
Mountain Empire Unified School District					
National School District					
Oceanside Unified School District					
Ramona Unified School District					
Santee Elementary School District					
South Bay Union School District					
Vista Unified School District	15,038,996	15,894,910	16,885,813	17,863,844	18,847,656

Source: San Diego County Office of Education.

<sup>(1)</sup> Includes secured, unsecured, utility and homeowner’s exemption.

**Property Tax Collections.** On May 6, 2020, the Governor signed Executive Order N-61-20 (the “Executive Order N-61-20”) which, among other things, permits county tax collectors to cancel penalties, costs, and interest for property taxes not timely paid on certain properties until May 6, 2021. Executive Order N-61-20 provides that in order to be eligible for relief, the taxes owed must not have been delinquent prior to March 4, 2020, the taxpayer must timely file a claim for relief in a manner prescribed by the county tax collector, and the taxpayer must demonstrate that it has suffered economic hardship or was otherwise unable to tender timely payment due to the Pandemic or any governmental response to the Pandemic. The County is currently accepting penalty cancellation requests pursuant to Executive Order N-61-20. The Districts cannot predict to what extent the Pandemic may impact future property tax collections and delinquencies.

The following table sets forth the tax levies, collections and percent of collections and levies for property taxes in each District for the last five Fiscal Years.

**PROPERTY TAX COLLECTIONS**  
**Fiscal Years 2015-16 through 2019-20**  
**[To be updated]**

<u>District; Fiscal Year</u>	<u>Total Tax Amount<sup>(1)</sup></u>	<u>Total Tax Amount Collected</u>	<u>Delinquent Tax Amount<sup>(2)</sup></u>	<u>Delinquent Tax Amount as Percentage of Total Tax Amount</u>
<b>Bonsall Unified School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Cajon Valley Union School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Chula Vista Elementary School District</b>				
Fiscal Year 2019-20	\$104,462,566.43	\$104,194,318.98	\$268,247.45	0.3%
Fiscal Year 2018-19	98,786,627.45	98,571,228.72	215,398.73	0.2
Fiscal Year 2017-18	94,032,954.28	93,597,118.56	435,835.72	0.5
Fiscal Year 2016-17	88,866,044.45	88,678,991.64	187,052.81	0.2
Fiscal Year 2015-16	84,275,241.89	83,900,578.57	374,663.32	0.4
<b>Escondido Union School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Grossmont Union High School District</b>				
Fiscal Year 2019-20	\$112,289,165.21	\$112,002,095.02	\$287,070.19	0.3%
Fiscal Year 2018-19	106,638,060.83	106,406,513.24	231,547.59	0.2
Fiscal Year 2017-18	101,063,799.58	100,767,216.19	296,583.39	0.3
Fiscal Year 2016-17	95,519,275.06	95,410,429.47	108,845.59	0.1
Fiscal Year 2015-16	91,127,902.32	90,844,963.36	282,938.96	0.3

(Table continued on next page.)

<u>District; Fiscal Year</u>	<u>Total Tax Amount<sup>(1)</sup></u>	<u>Total Tax Amount Collected</u>	<u>Delinquent Tax Amount<sup>(2)</sup></u>	<u>Delinquent Tax Amount as Percentage of Total Tax Amount</u>
<i>(Table continued from prior page.)</i>				
<b>Jamul-Dulzura Union School District</b>				
Fiscal Year 2019-20	\$3,440,794.27	\$3,432,035.15	\$8,759.12	0.3%
Fiscal Year 2018-19	3,271,597.60	3,264,527.83	7,069.77	0.2
Fiscal Year 2017-18	3,121,391.12	3,112,270.60	9,120.52	0.3
Fiscal Year 2016-17	2,996,808.54	2,993,407.06	3,401.48	0.1
Fiscal Year 2015-16	2,911,287.23	2,902,291.50	8,995.73	0.3
<b>La Mesa – Spring Valley School District</b>				
Fiscal Year 2019-20	\$34,258,951.50	\$34,171,289.72	\$87,661.78	0.3%
Fiscal Year 2018-19	32,314,088.08	32,243,855.35	70,232.73	0.2
Fiscal Year 2017-18	30,448,058.08	30,358,632.08	89,426.00	0.3
Fiscal Year 2016-17	28,787,313.95	28,754,483.61	32,830.34	0.1
Fiscal Year 2015-16	27,197,607.76	27,113,088.15	84,519.61	0.3
<b>Lakeside Union School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Mountain Empire Unified School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>National School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Oceanside Unified School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Ramona Unified School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Santee Elementary School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<i>(Table continued on next page.)</i>				

<u>District; Fiscal Year</u>	<u>Total Tax Amount<sup>(1)</sup></u>	<u>Total Tax Amount Collected</u>	<u>Delinquent Tax Amount<sup>(2)</sup></u>	<u>Delinquent Tax Amount as Percentage of Total Tax Amount</u>
<i>(Table continued from prior page.)</i>				
<b>South Bay Union School District</b>				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2015-16				
<b>Vista Unified School District</b>				
Fiscal Year 2019-20	\$74,635,617.44	\$74,443,620.43	\$191,997.01	0.3%
Fiscal Year 2018-19	71,240,377.11	71,085,218.88	155,158.23	0.2
Fiscal Year 2017-18	67,740,128.98	67,540,739.85	199,389.13	0.3
Fiscal Year 2016-17	64,112,794.02	64,039,493.82	73,300.20	0.1
Fiscal Year 2015-16	61,164,390.77	60,973,728.92	190,661.85	0.3

Source: San Diego County Office of Education.

(1) Total Tax Amount includes local secured and unsecured State unitary 1% tax, debt service tax and special assessments.

(2) For informational purposes only. The County implemented the alternative method of apportionment commonly referred as the Teeter Plan in Fiscal Year 1993-94, pursuant to which the County advances to various taxing entities cash in an amount equal to the current year's delinquent property taxes and receives, in exchange, all penalty and interest revenues on such delinquent amounts. Delinquent Tax Amount represents the tax due for delinquencies in the year shown that had not been collected as of June 30 of that year.

**Largest Taxpayers.** The following table sets forth the principal secured taxpayers in each District based on such District's Fiscal Year 2019-20 assessed value.

**PRINCIPAL SECURED TAXPAYERS  
Fiscal Year 2019-20**

<u>Taxpayer</u>	<u>Nature of Business</u>	<u>2019-20 Assessed Value</u>	<u>Percentage of Net Local Secured Assessed Value</u>
<b>Bonsall Unified School District<sup>(1)</sup></b>			
1.			
2.			
3.			
4.			
5.			
<b>Cajon Valley Union School District<sup>(1)</sup></b>			
1.			
2.			
3.			
4.			
5.			
<b>Chula Vista Elementary School District<sup>(1)</sup></b>			
1. Rohr Inc.	Commercial/Office Park	\$247,350,369	0.75%
2. GGP-Otay Ranch LP	Shopping Center	205,718,700	0.63
3. John Hancock Life Insurance Co. USA	Apartments	152,798,189	0.47
4. Centermark Properties Inc.	Shopping Center	148,244,718	0.45
5. Sharp Chula Vista Medical	Hospital	143,048,962	0.44

<u>Taxpayer</u>	<u>Nature of Business</u>	<u>2019-20 Assessed Value</u>	<u>Percentage of Net Local Secured Assessed Value</u>	
<b>Escondido Union School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>Grossmont Union High School District<sup>(1)</sup></b>				
1.	Star-West Parkway Mall LP	Shopping Center	\$237,833,809	0.46%
2.	Rancho Investors LP	Apartments	166,821,896	0.33
3.	Trolley 8727 Apartments California LLC	Apartments	157,100,000	0.31
4.	Rainbow Investment Co	Shopping Center	108,110,348	0.21
5.	PUR-Veranda LLC	Apartments	99,233,105	0.19
<b>Jamul-Dulzura Union School District<sup>(1)</sup></b>				
1.	GDCI Proctor Valley LP	Residential Properties	\$29,529,430	2.12%
2.	New Thousand Trails Inc.	Campground	9,384,240	0.67
3.	Byron F. White Trust	Residential	6,506,685	0.47
4.	Landmark-Key Investments LLC	Rural	5,966,887	0.43
5.	SDE One LLC	Rural	5,730,330	0.41
<b>La Mesa – Spring Valley School District</b>				
1.	Trolley 8727 Apartments California LLC	Apartments	\$204,157,042	1.36%
2.	PUR-Veranda LLC	Apartments	126,418,510	0.84
3.	Rainbow Investment Co	Shopping Center	107,631,168	0.72
4.	SETA Partners LP	Apartments	72,359,820	0.48
5.	VSCRE Holdings LLC	Apartments	59,108,381	0.39
<b>Lakeside Union School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>Mountain Empire Unified School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>National School District</b>				
1.				
2.				
3.				
4.				
5.				

Taxpayer	Nature of Business	2019-20 Assessed Value	Percentage of Net Local Secured Assessed Value	
<b>Oceanside Unified School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>Ramona Unified School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>Santee Elementary School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>South Bay Union School District</b>				
1.				
2.				
3.				
4.				
5.				
<b>Vista Unified School District</b>				
1.	PMI Monarch LLC	Apartments	\$144,007,154	0.78%
2.	MG Preserve at Melrose Vista Apartments LLC	Apartments	138,165,120	0.75
3.	MG Waterleaf Apartments SHL LLC	Apartments	119,384,880	0.65
4.	NM-Skye LLC	Apartments	91,413,037	0.50
5.	Vista Bella Terra LP	Apartments	80,149,306	0.43

Source: San Diego County Office of Education unless otherwise noted.

<sup>(1)</sup> Source: California Municipal Statistics, Inc.

### Financial Statements

The Districts' financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the National Council on Governmental Accounting.

Funds and Accounting Groups used by the Districts are categorized as follows:

Government Funds

General Funds  
Special Revenue Funds  
Debt Service Funds  
Proprietary Funds  
Internal Service Funds  
Enterprise Funds

Fiduciary Funds

Trust and Agency Funds

Accounting Groups

General Long-Term Debt Amount

The General Fund of each District, as shown in Appendices B and C, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of each District not otherwise financed by restricted funds and moneys which are restricted to specific types of programs or purposes. General Fund revenues shown therein are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The summaries of the financial statements included herein were prepared by the Districts using information from the Annual Financial Reports which are prepared by the directors of accounting for the Districts and audited by independent certified public accountants each year. Certain information, such as the General Fund Cash Flow Analyses and projected Fiscal Year 2020-21 budgets, was developed by each District's staff for use in this Official Statement. The projected budgets and estimates and timing of receipts and disbursements in such Cash Flow Analyses are based on certain assumptions and should not be construed as statements of fact. The Districts' audited financial statements for the fiscal year ended June 30, 2019 are available from each District upon request to the respective District, and are summarized in this Appendix A under "Summary of Financial Information."

The summary general fund statements included in this Appendix A for the Districts do not purport to be complete and present only extracts from each respective District's financial statements.

### **Budgets of Districts**

The Fiscal Year for all California school districts begins on the first day of July of each year and ends on the 30th day of June of the following year. On or before July 1 of each year, the governing board of each school district, including the Districts, is required to file an adopted budget with the County Superintendent of Schools. On or before September 15 of each year, the County Superintendent of Schools is required to examine and approve, conditionally approve or disapprove the adopted budget for each school district. If an adopted budget is disapproved, then on or before October 8 of such year, such school district and the County Superintendent of Schools must make certain revisions to the budget, adopt the revised budget, and file the revised budget with the County Superintendent of Schools.

If the revised budget of a school district is disapproved, the County Superintendent of Schools is empowered by law to oversee the management of such school district for that Fiscal Year, with the authority to monitor and review the operation of such district, to develop and adopt a fiscal plan and budget for such district, and to stay and rescind actions that are inconsistent with that budget.

The County school service fund (the "Service Fund") of the County Office of Education is employed by the County Superintendent of Schools to pay such charges against the Service Fund as are permitted by the California Education Code, including expenses of the County Superintendent of Schools and the County Board of Education. The County Superintendent of Schools must submit to the State Superintendent of Public Instruction (1) a tentative budget, on or before June 30 of each year, and (2) a final budget, on or before September 8 of each year (collectively, the "Service Fund Budget"), which



outlines anticipated revenues to and expenditures from the Service Fund for the succeeding Fiscal Year, including the anticipated revenues and expenditures of the County Office of Education of the County Superintendent of Schools. The Service Fund Budget is subject to review and approval by the County Board of Education. The County Board of Education must hold a public hearing on the proposed Service Fund Budget and, following such public hearing, the final Service Fund Budget must be adopted by the Board of Education before being filed with the Superintendent of Public Instruction. The final Service Fund Budget is subject to review and approval by the Superintendent of Public Instruction. See Appendix B attached hereto for a summary of the Districts' projected receipts and disbursements for Fiscal Year 2020-21.

The California State Department of Education imposes a uniform budgeting format for each school district in the State. The Districts are required by provisions of the California Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry-over fund balance from the previous year. The following table sets forth the Fiscal Year 2020-21 General Fund (unrestricted) budgets for the Districts, all of which are subject to approval by the San Diego County Office of Education. As a result of increased LCFF funding in the 2020-21 State Budget, certain Districts subsequently prepared revised budgets to reflect the additional LCFF funding. Certain Districts are still in the process of adopting such revised budgets.

**General Fund Budgets  
Fiscal Year 2020-21  
[Table to be updated]**

Description
Revenues
LCFF Sources
Federal Revenue
Other State Revenue
Other Local Revenue
Total Revenues
Expenditures
Certificated Salaries
Classified Salaries
Employee Benefits
Books and Supplies
Services and Other Operating
Expenditures
Capital Outlay
Other Outgo (excluding
Transfers of Indirect Costs)
Other Outgo (Transfers of
Indirect Costs)
Total Expenditures
Excess (Deficiency) of Revenues
Over Expenditures Before Other
Financing Sources and Uses
<i>(Continued on next page.)</i>

**Description**

*(Continued from prior page.)*

- Other Financing Sources/Uses
- Interfund Transfers
  - Transfers In
  - Transfers Out
- Other Sources/Uses
- Sources
- Uses
- Contributions
- Total Other Financing Sources/Uses
- Net Increase (Decrease) in Fund Balance
  
- Fund Balance, Reserves
- 1) Beginning Fund Balance
  - a) As of July 1 – Unaudited
  - b) Audit Adjustments
  - c) As of July 1 – Audited
  - d) Other Restatements
  - e) Adjusted Beginning Balance
- 2) Ending Balance, June 30

Source: Each District's respective adopted budget for Fiscal Year 2020-21, as revised in the case of Chula Vista Elementary School District, Jamul-Dulzura Union School District, La-Mesa Spring Valley School District and Vista Unified School District, except as otherwise indicated.

## **Fiscal Status Reports and Interim Certifications**

The Education Code of the State of California (Section 42133 *et seq.*) requires each school district to report and certify two times during the Fiscal Year whether it is able to meet its financial obligations for the remainder of such Fiscal Year and, based on current forecasts, for the subsequent two Fiscal Years. The first report covers the period ending October 31 and the second report covers the period ending January 31. Such certifications are based on the governing board's assessment based on standards and criteria for fiscal stability adopted by the State Board of Education and the State Superintendent of Public Instruction. Each certification is required to be classified as positive, qualified, or negative on the basis of a review of the respective report against such criteria, but may include additional financial information known by the governing board to exist at the time of each certification. Such certifications are to be filed with the County Superintendent of Schools within 45 days after the close of the period being reported and, in the event of a negative or qualified certification, to the State Controller and the State Superintendent of Public Instruction. The County Superintendent of Schools must review each report and must approve or revise the certification if necessary. A negative certification is to be assigned to any school district that likely will be unable to meet its financial obligations for the remainder of the Fiscal Year or for which existing expenditure practices jeopardize the ability of the district to meet its multi-year financial commitments. A qualified certification is to be assigned to any school district that may not meet its obligations for the current Fiscal Year or two subsequent Fiscal Years. Any school district that has a qualified or negative certification in any Fiscal Year may not issue, in that Fiscal Year or in the next fiscal succeeding year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the County Superintendent of Schools determines that the district's repayment of indebtedness is probable.

Except for Vista Unified School District, all Districts have filed positive certifications with the County Superintendent of Schools for each reporting period for Fiscal Years 2019-20 and 2020-21 for which a certificate has been filed, and the County Superintendent of Schools has not made any qualified or negative determination with respect to any such certifications. Vista Unified School District filed its First Interim Report for Fiscal Year 2019-20 with a qualified certification. The County Superintendent of Schools has provided a written determination that the repayment of the Notes by Vista Unified School District is probable within the meaning of the Education Code of the State of California.

Copies of the reports and certifications of each of the Districts may be obtained upon request from the San Diego County Office of Education, Executive Director, District Financial Services, 6401 Linda Vista Road, San Diego, California 92111, telephone: 858-292-3537.

## **Insurance**

Each District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverage for property damage, fire and theft, general public liability and worker's compensation with respect to its respective facilities, personnel and operations, as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, each District believes that the recorded liabilities for its self-insured claims are adequate.

## **Retirement**

Each of the Districts participates in retirement plans with the California State Teachers' Retirement System ("CalSTRS"), which covers all full-time certificated employees of each District, and the California Public Employees' Retirement System ("CalPERS"), which covers certain classified employees. Classified school personnel who are employed four or more hours per day may participate in CalPERS.

**CalSTRS.** CalSTRS is a defined benefit plan that covers all full-time certificated employees of each District and some classified employees of each District, which are employees employed in a position that does not require a teaching credential from the State. Benefit provisions are established by State legislation in accordance with the State Teachers' Retirement Law. CalSTRS is operated on a Statewide basis and, based on publicly available information, has substantial unfunded liabilities. Additional funding of CalSTRS by the State and the inclusion of adjustments to such State contributions based on consumer price changes were provided for in 1979 Statutes, Chapter 282.

CalSTRS provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service. The State Teachers' Retirement Plan ("STRP") holds assets for the exclusive purpose of providing benefits to members and beneficiaries of its programs. CalSTRS also uses plan assets to defray reasonable expenses of administering STRP.

The CalSTRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from members of CalSTRS, the participating employers (including the District) and the State. The State is not an employer (with certain limited exceptions) in any of the CalSTRS programs but contributes to the Defined Benefit Program and a supplemental benefits maintenance account pursuant to provisions of the Education Code. Pursuant to the Education Code, the State provides a base contribution equal to 2.017% of payroll to fund the CalSTRS Defined Benefit Program and a supplemental contribution, which can be increased or decreased by the CalSTRS Board, beginning at a minimum of 4.311% of payroll as of July 1, 2017, to help finance the CalSTRS Defined Benefit Program. For Fiscal Year 2020-21, the State's supplemental contribution rate is calculated to be 6.311%. In addition, the CalSTRS Board is authorized to modify the percentages paid by employers and employees for Fiscal Year 2021-22 and each fiscal year thereafter in order to eliminate CalSTRS' unfunded liability by June 30, 2046 based upon actuarial recommendations.

Contribution rates for the members and the employers to fund the Defined Benefit Program are based on contribution rates set by provisions of the Education Code and are not adjusted to reflect or offset actuarial investment returns or other factors that affect the funded status of the Defined Benefit Program. This methodology has contributed over time to an underfunding of the CalSTRS Defined Benefit Program. In 2014, to address a then-projected depletion of Defined Benefit Program assets, the Legislature enacted AB 1469 (Chapter 47, Statutes of 2014) ("AB 1469"), a comprehensive funding solution intended to eliminate the projected CalSTRS unfunded liability on the Defined Benefit Program by 2046. Under AB 1469, the funding plan began in Fiscal Year 2014-15 and will be phased in over several years. Each District's employer contribution rate increased by 1.85% of covered payroll annually beginning July 1, 2015 and will continue to increase until the employer contribution rate is 19.10% of covered payroll. Beginning in Fiscal Year 2021-22 through Fiscal Year 2045-46, AB 1469 authorizes the CalSTRS Board to adjust the employer contribution up or down by not more than 1% each year, but no higher than 20.25% total and no lower than 8.25%, to eliminate the remaining unfunded obligation that existed on July 1, 2014. Each District's employer contribution rate for Fiscal Year 2019-20 was 17.10% of covered payroll. As a result of additional funding provided by the State in the 2020-21 State Budget, each District's employer contribution rate for Fiscal Year 2020-21 is 16.15% of covered payroll and each District's employer contribution rate for Fiscal Year 2021-22 is approximately 16.02%. The employee contribution rate for CalSTRS members first hired on or before December 31, 2012 to perform CalSTRS creditable activities (*i.e.*, CalSTRS 2% at 60 members) reached its ultimate rate of 10.25% in Fiscal Year 2017-18 and will remain at that rate for Fiscal Year 2020-21. The employee contribution rate for CalSTRS members first

hired on or after January 1, 2013 to perform CalSTRS creditable activities (*i.e.*, CalSTRS 2% at 62 members) was 10.205% for Fiscal Year 2019-20 and will remain 10.205% for Fiscal Year 2020-21.

AB 1469 also provides the CalSTRS Board with limited authority to increase or decrease the school and State contributions based on changing conditions. However, while AB 1469 provides for significant increases in the statutorily required contributions to CalSTRS from the State, employers and members, it does not provide that such statutory rates be adjusted to equal actuarially required amounts from time to time. Actuarially required amounts will vary from time to time based on a variety of factors, including actuarial assumptions, investment performance and member benefits. To the extent rates established pursuant to AB 1469 are less than actuarially required amounts from time to time, such circumstances could materially adversely affect the funded status of CalSTRS.

*Defined Benefit Plan Actuarial Valuation.* The Defined Benefit Program is the largest component of STRP, the plan in which the Districts are members. The June 30, 2019 actuarial valuation for CalSTRS (the “2019 CalSTRS Actuarial Valuation”) is the most recent actuarial valuation for the CalSTRS plan. The 2019 CalSTRS Actuarial Valuation states that, as of June 30, 2019, assuming contribution rates are adjusted in the future, the future revenues from contributions and appropriations for the Defined Benefit Program are projected to be sufficient to finance its obligations, except for a small portion of the unfunded actuarial obligation (the “UAO”) attributable to the new benefits and post-2014 service (the “New Benefits”) described below, which is not actuarially funded. See the description of the Unallocated UAO (herein defined) below.

Because the underlying calculations in the actuarial valuation are long-term in nature, the CalSTRS actuarial consultant (the “Actuarial Consultant”) uses an asset smoothing method to lessen the impact of short-term fluctuations in the value of assets. The method utilized to value program assets for actuarial valuation purposes is the expected actuarial value of assets adjusted for one-third of the difference between the expected actuarial value and the actual market value to arrive at the actuarial value of assets. Due to the asset smoothing method, there are investment gains of \$3.067 billion that have not yet been recognized (the difference between the actuarial and fair market value of assets). Absent investment returns in future years less than the assumed rate to offset the deferred investment gains, the current deferred gains will gradually be reflected in the actuarial value of assets. If the future returns on the fair market value of assets are 7.00% each year, then as the current deferred gains flow through the smoothing method and are recognized, future valuations will show an actuarial gain. The result will be a gradual increase in the Defined Benefit Program’s funded status, ultimately decreasing the UAO by the \$3.067 billion of currently deferred investment gains.

The actuarial assumptions and methods adopted by the CalSTRS Board for funding the Defined Benefit Program include: the “Entry Age Normal Cost Method”, with the actuarial gains/losses and the unfunded actuarial obligation amortized over a closed period ending June 30, 2046, an assumed 7.00% investment rate of return (net of investment and administrative expenses) for Fiscal Year 2018-19 and a 7.00% investment rate of return (net of investment and administrative expenses) beginning Fiscal Year 2019-20, an assumed 3.00% interest on member accounts (based on the State Teachers’ Retirement Board’s short-term interest crediting policy), projected 3.50% general wage growth, of which 2.75% is due to inflation and 0.75% is due to expected gains in productivity, and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases. The actuarial assumptions and methods used in the 2019 CalSTRS Actuarial Valuation were based on the 2020 Experience Analysis, dated January 14, 2020 (the “2020 Experience Analysis”), adopted by the Teachers’ Retirement Board in January 2020. The 2020 Experience Analysis covered the period from July 1, 2015 to June 30, 2018. CalSTRS’ unfunded liability will vary from time to time depending upon actuarial assumptions, actual rates of return on investment, salary scales and levels of contribution.

The UAO and funded status of the CalSTRS pension fund as of valuation dates June 30, 2015 through June 30, 2019 are set forth below. The individual funding progress for each District is not provided in the actuarial report from CalSTRS.

**Actuarial Value of State Teachers' Retirement Fund Defined Benefit Program**  
**Valuation Dates June 30, 2015 through June 30, 2019**  
(\$ in millions)

<b>Valuation Date (June 30)</b>	<b>Actuarial Obligation</b>	<b>Actuarial Value of Assets<sup>(1)</sup></b>	<b>Unfunded Actuarial Obligation</b>	<b>Funded Ratio (Actuarial Value)</b>	<b>Funded Ratio (Fair Market Value)</b>	<b>Covered Payroll</b>
2015	\$241,753	\$165,553	\$ 76,200	69%	70%	\$28,013
2016	266,704	169,976	96,728	64	62	29,826
2017	286,950	179,689	107,261	63	64	31,136
2018	297,603	190,451	107,152	64	66	31,884
2019	310,719	205,016	105,703	66	67	32,897

<sup>(1)</sup> Actuarial Value of Assets does not include amounts allocable to the CalSTRS Supplemental Benefits Maintenance Account. Sources: California State Teachers' Retirement System Defined Benefit Program Actuarial Valuations as of June 30, 2019.

The funding legislation included actuarial funding (within certain constraints) for most of the benefits provided by CalSTRS. The one exception is that there is no provision for the State, employers, or members to fund any UAO arising for New Benefits (*i.e.*, those not included in the 1990 Benefit Structure) attributable to service after June 30, 2014 ("New Benefits"), which is also referred to by the CalSTRS actuary as the "Unallocated UAO". Under the valuation policy, a portion of each year's total contributions, equal to the normal cost of the New Benefits, is allocated to fund these benefits. Because there is no contribution in excess of the Normal Cost Rate, the Unallocated UAO will go up or go down based on future experience.

The Unallocated UAO (based on assets at market value) has evolved over time, increasing from \$0 as of June 30, 2014, to \$639 million as of June 30, 2016, then decreasing to \$65 million as of June 30, 2018, and most recently increasing to \$109 million as of June 30, 2019. Under valuation policy, a portion of each year's total contributions, equal to the Normal Cost of benefits attributable to New Benefits is allocated to fund these benefits. Since the contribution is equal to the Normal Cost, there are no remaining contributions to pay down the Unallocated UAO, which therefore increases or decreases based on investment returns, changes in actuarial assumptions, and other factors. The two primary causes for increases in the Unallocated UAO are investment returns that are less than assumed since 2014 and the actuarial assumptions adopted based on the recent experience analysis which both increased the Unallocated UAO. As members continue to accrue benefits for service after June 30, 2014, there is the potential for the Unallocated UAO to increase significantly if actual experience differs materially from that assumed or if further changes in assumptions occur. If the Unallocated UAO were to be funded on an actuarial basis with a June 30, 2046 target date, an additional 0.04% of payroll would be required effective July 1, 2020.

**Net Pension Liability.** CalSTRS became subject to the provisions of Governmental Accounting Standards Board ("GASB") Statement No. 67 ("GASB 67"), Financial Reporting for Pension Plans, beginning with the year ended June 30, 2014, and CalSTRS' participating employers, including the District, became subject to the provisions of GASB Statement No. 68 ("GASB 68"), Accounting and Financial Reporting for Pensions, beginning with the year ended June 30, 2015. These standards require governments to recognize their long-term obligation for pension benefits as a liability on their balance sheets, to

recognize their annual pension expense as a comprehensive measurement of the annual cost of pension benefits, and expands note disclosures and required supplementary information for pension plans and their participating employers.

Pursuant to GASB 67 and GASB 68, the funded status and unfunded UAAL of the Benefit Plan are no longer presented in the notes or required supplementary information. UAAL was determined by subtracting the excess of the actuarial accrued liability (discounted at the pension plan's assumed rate of return) from the actuarial value of assets (determined by smoothing values over a certain number of years to reduce volatility), and represented the costs allocated to date for current CalSTRS members that are not covered by the actuarial value of assets. Pursuant to GASB 67, the UAAL has been replaced by the net pension liability ("NPL") for financial reporting purposes, which represents the excess of the total pension liability (using an entry age cost method, discounted at a discount rate that reflects the expected return on plan assets) over fiduciary net position (valued at fair value).

Pursuant to GASB 67, CalSTRS' actuary determined that CalSTRS' net pension position for STRP, which includes the Defined Benefit Program (being the largest portion of STRP), the Defined Benefit Supplement Program, the Cash Balance Benefit Program and the Replacement Benefit Program, increased from \$224.9 billion as of June 30, 2018 to \$238.9 billion as of June 30, 2019. Based on a total pension liability of \$329.2 billion, the NPL of the STRP for participating employers (including the Districts) and the State (a non-employer contributing entity) as of June 30, 2019 was \$90.3 billion (compared to \$91.9 billion as of June 30, 2018), resulting in the STRP fiduciary net position as a percentage of the total pension liability of 72.6% (compared to 71.0% as of June 30, 2018). The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. Compared to Fiscal Year 2017-18, total contributions for Fiscal Year 2018-19 increased by \$3.5 billion (31.1%) primarily due to approximately \$2.2 billion in supplemental State contributions on behalf of employers. As payment of the additional contributions had not been received as of June 30, 2019, there was a corresponding increase of \$2.4 billion (68.1%) to member, employer, State and other receivables. The increases are due to increases in both creditable compensation and contribution rates implemented through AB 1469.



*Districts' Proportionate Shares of DB Plan.* The following table sets forth each District's proportionate share of the Defined Benefit Plan ("DB Plan") net pension liabilities and the total employer contributions as of June 30, 2019.

**Districts' Proportionate Shares of DB Plan  
as of June 30, 2019  
[To be updated]**

District	Proportionate Share of DB Plan <sup>(1)</sup>	Proportionate Share of Employer Contributions <sup>(2)</sup>
Bonsall Unified School District		
Cajon Valley Union School District		
Chula Vista Elementary School District <sup>(3)</sup>	\$263,171,088	\$47,542,969
Escondido Union School District		
Grossmont Union High School District <sup>(4)</sup>	228,660,594	27,628,680
Jamul-Dulzura Union School District <sup>(5)</sup>	6,155,931	926,884
La Mesa – Spring Valley School District <sup>(6)</sup>	157,306,142	18,903,921
Lakeside Union School District		
Mountain Empire Unified School District		
National School District		
Oceanside Unified School District		
Ramona Unified School District		
Santee Elementary School District		
South Bay Union School District		
Vista Unified School District <sup>(7)</sup>	197,860,138	35,878,932

Source: Audited financial statements for each respective District.

- (1) The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2016, and rolling forward the total pension liability to June 30, 2017. Each District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined.
- (2) As reported on a current financial resources measurement focus basis.
- (3) Proportionate share of employer contribution includes \$24,926,197 in employee contributions that were paid by the District and \$22,616,772 in payments made by the State on behalf of the District.
- (4) Proportionate share of the DB Plan includes \$35,516,307 in the State's proportionate share of the net pension liability associated with the District. Proportionate share of employer contribution includes \$14,355,807 in employee contributions that were paid by the District and \$13,272,873 in payments made by the State on behalf of the District.
- (5) Proportionate share of employer contribution includes \$485,954 in employee contributions that were paid by the District and \$440,930 in payments made by the State on behalf of the District.
- (6) Proportionate share of the DB Plan includes \$57,273,593 in the State's proportionate share of the net pension liability associated with the District. Proportionate share of employer contributions include \$9,783,624 in employee contributions that were paid by the District and \$9,120,297 in payments made by the State on behalf of the District.
- (7) Proportionate share of employer contribution includes \$18,810,885 in employee contributions that were paid by the District and \$17,068,047 in payments made by the State on behalf of the District.

**CalPERS.** CalPERS is a defined benefit plan that covers classified personnel who work four or more hours per day. Benefit provisions are established by State legislation in accordance with the Public Employees' Retirement Law. The contribution requirements of the plan members are established by State statute. The actuarial methods and assumptions used for determining the rates are based on those adopted by Board of Administration of CalPERS (the "CalPERS Board").

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before

December 31, 2012, with five years of total service are eligible to retire at age 55 with benefits equal to 2.0% of final compensation for each year of service credit. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 62 with benefits equal to 2.0% of final compensation for each year of service credit. All members are eligible for non-duty disability benefits after 5 years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive so-called 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least 5 years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The benefits for the CalPERS pension plans are funded by contributions from members and employers, and earnings from investment. Member and employer contributions are a percentage of applicable member compensation. Member and employer contributions are a percentage of applicable compensation. Member contributions rates are established pursuant to the Public Employees' Retirement Law and depend on the respective employer's benefit formulas. In certain circumstances, a portion of member contributions are paid for by the employer, including the Districts. Employer paid member contributions are reported as member contributions. Employer contribution rates are determined by periodic actuarial valuations or by statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions are credited with a market value adjustment in determining contribution rates. The cost of administering CalPERS is financed through contributions and investment earnings. On June 30, 2020, the CalPERS Board published an Actuarial Circular Letter setting forth the employer and employee contributions for Fiscal Year 2020-21. For Fiscal Year 2020-21, active plan miscellaneous members hired on or before December 31, 2012 will be required to contribute 7.0% of their monthly salary and those hired on or after January 1, 2013 are also required to contribute 7.0% of their monthly salary. Each District's required contribution rate is the difference between the actuarially determined rate and the contribution rate of employees. The actuarial methods and assumptions used for determining the rates are based on those adopted by CalPERS Board. The required employer contribution rates for miscellaneous members established pursuant to CalPERS for Fiscal Years 2017-18, 2018-19, and 2019-20 were 15.531%, 18.062%, and 19.721% respectively. The required rate for Fiscal Year 2020-21 is 20.70%, a decrease of 1.98% from the rate previously adopted by the CalPERS Board on April 21, 2020, due to State funding provided by the 2020-21 State Budget. The contribution requirements of the plan members are established by State statute.

The actuarially determined contribution rates are calculated by the CalPERS actuary based on assumptions and policies adopted by the CalPERS Board. On April 17, 2013, the CalPERS Board approved a recommendation to change the CalPERS amortization and smoothing policies. Effective with the June 30, 2014 actuarial valuation for the Schools Pool Plan, CalPERS employs an amortization and smoothing policy that spreads rate increases or decreases over a 5-year period, and amortizes all experience gains and losses over a fixed 30-year period.

In November 2015, the CalPERS Board adopted a funding risk mitigation policy that incrementally lowers the discount rate in years of good investment returns to help pay down the pension fund's unfunded liability and provide greater predictability and less volatility in contribution rates for employers. Under the policy adopted by the CalPERS Board, a mechanism will be established to reduce the assumed rate of return by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, currently 7.0%, by at least four percentage points. The four percentage point threshold is expected to offset increases to employer contribution rates that would otherwise increase when the discount rate is lowered, and help pay down PERS' unfunded liability.

*Schools Pool Plan Actuarial Valuation.* The 2019 CalPERS Schools Pool Plan Valuation, the most recent actuarial valuation for the Schools Pool Plan indicates that, from June 30, 2018 to June 30, 2019 the

funded status (being the ratio of plan assets to the plan's accrued liabilities) for the Schools Pool Plan decreased by 1.9% from 70.4% to 68.5%. This change was primarily due to increases in liability resulting from the decrease in the discount rate assumption from 7.25% to 7.00% and by the investment returns in Fiscal Year 2018-19 being less than expected. According to the 2019 CalPERS Schools Pool Plan Valuation, the actuarially required employer contribution rate for Fiscal Year 2019-20 for the Schools Pool Plan is 20.70%.

The 2019 CalPERS Schools Pool Plan Valuation projects that future employer contribution rates will be 23.0%, 26.3%, 27.3%, 27.8%, 27.8% and 27.6% for Fiscal Years 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, and 206-27, respectively. The projections are based on, among other things, a discount rate of 7.00% as of June 30, 2019 (net of administrative expenses), salary growth ranging from 0.48% to 4.28% depending on the member's entry age and duration of service, overall payroll growth of 2.75% compounded annually (used in projecting the payroll over which the unfunded liability is amortized), and an inflation rate of 2.5% compounded annually. An actuarial valuation by employer is not currently available. One actuarial valuation is performed for those employers (including the Districts) participating in the pool and the same contribution rate applies to each such employer.

Prior to the publication of the 2019 CalPERS Schools Pool Plan Valuation, the CalPERS Board approved school employer contribution rates and certain member contribution rates based on the results of its June 30, 2019 valuation. According to the April 21, 2020 agenda (the "CalPERS Agenda Item") for the CalPERS Finance and Administration Committee, such valuation reflects a market value of assets of approximately \$68.177 billion, an accrued liability of \$99.528 billion, unfunded accrued liabilities of \$31.351 billion and a funded status of 68.5%. Each of these values remained the same in the 2019 CalPERS Schools Pool Plan Valuation. The CalPERS Agenda Item also discussed the amortization policy previously adopted by the CalPERS Board, which became effective with the 2019 CalPERS Schools Pool Plan Valuation, and which shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with payments computed using a level dollar amount, removes the 5-year ramp-up and ramp-down on Unfunded Accrued Liability ("UAL") bases attributable to assumption changes and non-investment gains and losses, and removes the 5-year ramp-down on investment gains and losses. These changes in policy will only apply to new UAL bases established on or after June 30, 2019 with the exception that the impact from the discount rate reduction to 7.0% in the 2019 CalPERS Schools Pool Plan Valuation was amortized under the prior policy.

The following table sets forth the actuarial accrued liabilities, market value of assets, funded status (based on market value of assets), unfunded liabilities (based on market value of assets), projected payroll for determining contributions and unfunded liabilities as a percentage of covered payroll as of June 30, 2014 through 2019.

**Actuarial Value of Schools Portion of PERS  
Historical Funding Status  
Valuation Dates June 30, 2014 through June 30, 2019  
(\$ in millions)**

<b>Valuation Date (June 30)</b>	<b>Actuarial Accrued Liabilities</b>	<b>Market Value of Assets (MVA)</b>	<b>Funded Status (MVA)</b>	<b>Unfunded Liabilities/ (Surplus) (MVA)</b>	<b>Projected Payroll for Determining Contributions</b>	<b>Unfunded Liabilities/ (Surplus) as a % of Payroll</b>
2014	\$65,599.71	\$56,838.24	86.6%	\$ 8,761.47	\$11,293.82	77.6%
2015	73,324.98	56,814.25	77.5	16,510.73	12,098.06	136.5
2016	77,543.83	55,784.85	71.9	21,758.97	13,021.67	167.1
2017	84,416.06	60,865.46	72.1	23,550.60	13,683.44	172.1
2018	92,070.94	64,846.34	70.4	27,224.60	14,234.50	191.3
2019	99,528.45	68,177.14	68.5	31,351.30	14,844.46	211.2

Source: CalPERS Schools Pool Actuarial Valuation as of June 30, 2019.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS CAFR and actuarial valuations may be obtained from the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information set forth therein is not incorporated by reference in this Official Statement.

On December 19, 2017, the CalPERS Board approved several changes to the demographic assumptions based on a review of actuarial assumptions used in its actuarial valuations referred to as an “experience study.” These actuarial assumptions were implemented in the June 30, 2018 valuation for the Schools Pool Plan. The increase in liability due to the revised actuarial assumptions will be amortized over 20 years and phased in over 5 years in accordance with CalPERS Board policy, beginning with the contribution requirement for Fiscal Year 2019-20.

Net Pension Liability. CalPERS became subject to the provisions of GASB 67 beginning with the year ended June 30, 2014, and PERS’ participating employers, including the Districts, became subject to the provisions of GASB 68 beginning with the year ended June 30, 2015. See “California State Teachers’ Retirement System – Defined Benefit Plan – Net Pension Liability” above for a description of GASB 67 and GASB 68.

The GASB 68 Accounting Valuation Report for the Schools Pool Plan for the measurement period June 30, 2018 to June 30, 2019 (the “2019 GASB 68 Accounting Valuation Report”) reflects a total pension liability of \$97.3 billion (compared to \$91.5 billion as of June 30, 2018), a fiduciary net position of \$68.2 billion (compared to \$64.8 billion as of June 30, 2018), a net pension liability of \$29.1 billion (compared to \$26.7 billion as of June 30, 2018) and a Plan Fiduciary Net Position as a Percentage of Total Pension Liability of 70.0% (compared to 70.8% as of June 30, 2018). The total pension liabilities were determined by actuarial valuations as of June 30, 2018, which were rolled forward to June 30, 2019, using actuarial assumptions adopted by the CalPERS Board and consistent with the requirements of GASB 68.

*Districts' Proportionate Shares of the School Pools Plan.* The following table sets forth each District's proportionate share of the School Pools Plan net pension liabilities and the total employer contributions as of June 30, 2019.

**Districts' Proportionate Shares of School Pools Plan  
as of June 30, 2019  
[To be updated]**

District	Proportionate Share of School Pools Plan <sup>(1)</sup>	Total Employer Contributions <sup>(2)</sup>
Bonsall Unified School District		
Cajon Valley Union School District		
Chula Vista Elementary School District <sup>(3)</sup>	\$98,461,407	\$13,689,568
Escondido Union School District		
Grossmont Union High School District <sup>(4)</sup>	87,529,686	11,069,065
Jamul-Dulzura Union School District <sup>(5)</sup>	2,473,540	326,894
La Mesa – Spring Valley School District <sup>(6)</sup>	46,261,789	5,639,084
Lakeside Union School District		
Mountain Empire Unified School District		
National School District		
Oceanside Unified School District		
Ramona Unified School District		
Santee Elementary School District		
South Bay Union School District		
Vista Unified School District <sup>(7)</sup>	78,432,583	11,026,447

Source: Audited financial statements for each respective District.

- (1) The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. Each District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined.
- (2) As reported on a current financial resources measurement focus basis.
- (3) Total employer contribution includes \$4,191,444 in payments made by the State on behalf of the District.
- (4) Total employer contribution includes \$2,967,653 in payments made by the State on behalf of the District.
- (5) Total employer contribution includes \$100,088 in payments made by the State on behalf of the District.
- (6) Total employer contribution includes \$1,454,320 in payments made by the State on behalf of the District.
- (7) Total employer contribution includes \$3,376,055 in payments made by the State on behalf of the District.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS CAFR and actuarial valuations may be obtained from the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information set forth therein is not incorporated by reference in this Official Statement.

**Supplemental Retirement Programs.** Certain Districts participate in supplemental retirement programs for employees not currently covered by CalSTRS or CalPERS. See the table entitled "Long-Term Outstanding Obligations" for liability relating to any early retirement incentive program.

**Post-Retirement Health Care.** In addition to employee health care costs, many of the Districts provide post-employment health care benefits in accordance with collective bargaining agreements. Some of these arrangements place limits on these benefits, such as an aggregate limit on the respective District's costs or a termination of the health care benefits upon the retiree reaching age 65. Most Districts providing

post-employment health care benefits do so on a pay-as-you-go basis, paying an amount in each Fiscal Year equal to the benefits distributed or disbursed in that Fiscal Year.

Previously, the Districts reported financial information related to their OPEB plans pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 45 (“Statement No. 45”), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Statement No. 45 established standards for measuring, recognizing and disclosing post-employment healthcare as well as other forms of post-employment benefits, such as life insurance, when provided separately from a pension plan expense or expenditures and related liabilities in the financial reports of state and local governments (such other post-employment benefits are referred to herein as “OPEB”). Under Statement No. 45, governments were required to: (i) measure the cost of benefits, and recognize other post-employment benefits expense, on the accrual basis of accounting in periods that approximate employees’ years of service; (ii) provide information about the actuarial liabilities for promised benefits associated with past services and whether, or to what extent, those benefits have been funded; and (iii) provide information useful in assessing potential demands on the employer’s future cash flows. The Districts’ post-employment health benefits fall under Statement No. 45.

The core requirement of Statement No. 45 was that at least biennially an actuarial analysis must be prepared with respect to projected benefits (“Plan Liabilities”); against this would be measured the actuarially determined value of the related assets (the “Plan Assets”). To the extent that Plan Liabilities exceeded Plan Assets, then similar to the actuarial and accounting practices for pension plan liabilities, the difference would be amortized over a period which could be up to 30 years. The method of financial reporting for OPEB costs would be similar to financial reporting for pension plan normal costs and unfunded actuarial accrued liability.

In June 2015, the GASB issued GASB Statement No. 75 (“Statement No. 75”), *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which replaces the requirements of Statement No. 45. Statement No. 75 became effective for Fiscal Years beginning after June 15, 2017 and included a number of changes from Statement No. 45. Among other things, Statement No. 75 (i) provides that the unfunded actuarial accrued liability for OPEB plans (referred to as “Net OPEB Liability” as a result of Statement No. 75) is to be recognized on a District’s balance sheet as a liability and (ii) provides for additional OPEB-related disclosures and supplementary information in a District’s financial statements. The core requirement of biennial actuarial analysis, as it applies to the Districts, remains unchanged. The requirements that Statement No. 75 impose on the Districts only affect the Districts’ financial statements and do not impose any requirements regarding the funding of any OPEB plans.

The following table sets forth each District's Total OPEB Liability and the calculation of the each District's Net OPEB Liability for Fiscal Year ended June 30, 2019, except as otherwise noted.

**Districts' Total OPEB Liability and Net OPEB Liability  
as of June 30, 2019  
[To be updated]**

<b>OPEB Liability</b>
Total OPEB Liability as of July 1, 2018
Service Cost
Interest
Changes of benefit terms
Differences between expected and actual experience
Changes of assumptions
Benefit payments, including refunds of member contributions
Net change in Total OPEB Liability
Total OPEB Liability as of June 30, 2019
Fiduciary Net Position – End of Fiscal Year
Net OPEB Liability – End of Fiscal Year
OPEB Plan Fiduciary Net Position as a Percentage of Total OPEB Liability
Covered employee payroll
Net OPEB Liability as a percentage of covered employee payroll

Source: OPEB actuarial valuations for the respective Districts.

(1) An actuarial valuation for Fiscal Year 2019 is not yet available for Vista Unified School District. The information included here reflects the actuarial valuation for Fiscal Year 2018, with a beginning date of July 1, 2017 and an ending date of June 30, 2018.

Jamul-Dulzura Union School District began offering retiree benefits in Fiscal Year 2019-20 and an actuarial report on this benefit program is therefore not yet available. The benefits were offered on a one-time opt-in basis, for which three employees opted in, are capped at \$8,000 per year for each employee and payable only from ages 60 to 65.

The Districts, other than Jamul-Dulzura Union School District, that provide post-employment health care benefits have determined their Total OPEB Liability, which represents the costs and obligations incurred as a consequence of receiving services of current employees and retirees, for which benefits are owed in exchange. The following table sets forth each District's Total OPEB Liability and Net OPEB Liability.

**OTHER POST-EMPLOYMENT BENEFITS LIABILITY**  
[To be updated]

District	As of Date of Valuation	Total OPEB Liability	Net OPEB Liability
Bonsall Unified School District			
Cajon Valley Union School District			
Chula Vista Elementary School District	June 30, 2019	\$51,710,221	\$34,900,267
Escondido Union School District			
Grossmont Union High School District	June 30, 2019	60,200,296	54,252,414
La Mesa – Spring Valley School District	June 30, 2018	41,077,000	41,077,000
Lakeside Union School District			
Mountain Empire Unified School District			
National School District			
Oceanside Unified School District			
Ramona Unified School District			
Santee Elementary School District			
South Bay Union School District			
Vista Unified School District	June 30, 2017	37,153,923	37,153,923

Source: Each respective District.

**Temporary Transfers**

Certain Districts may receive from time to time temporary transfers of funds from the Treasurer-Tax Collector of the County (each, a “Temporary Transfer” and collectively, the “Temporary Transfers”; such transfer is also referred to as a Treasurer’s Loan from time to time) for Fiscal Year 2019-20. A Temporary Transfer must be repaid from the Treasury Pool participant’s first revenues received thereafter before any other obligation and thus, in the case of the aforementioned Districts, would have a priority over such Districts’ general fund debt obligations. Each District may require the County to provide such District with a Temporary Transfer even after the Note Participations are issued, to the extent that there are revenues available therefor. None of the Districts has an outstanding Temporary Transfer.

**Continuing Disclosure**

See “Continuing Disclosure” in the forepart of this Official Statement.

**Grossmont Union High School District.** Grossmont Union High School District (“Grossmont”) failed to timely file certain material event notices and certain financial operating information for Fiscal Year 2014-15 required by the terms of its previous undertakings relating to previous issues of general obligation bonds. In addition, Grossmont failed to file on a timely basis notices of rating changes, or insurer-related rating changes, with respect to certain issues of bonds.



Grossmont entered into an undertaking in connection with the issuance by the San Diego County Educational Facilities Authority No. 1 of its 2003 Lease Revenue Refunding Bonds. Grossmont failed to file financial operating information relating to developer fee collections and contractual agreements with employee bargaining units required to be filed by such undertaking. In May 2015, Grossmont made corrective filings of all of the required financial operating information relating to developer fee collections and certain of the required financial operating information relating to bargaining units. In February 2016, Grossmont made corrective filings of all of the remaining required financial operating information relating to bargaining units. Grossmont has registered with Electronic Municipal Market Access (“EMMA”) to receive reminders of filing dates for Annual Reports. Such 2003 Lease Revenue Refunding Bonds have been paid in full and are no longer outstanding.

***Jamul–Dulzura Union School District.*** Jamul–Dulzura Union School District (“Jamul–Dulzura”) did not timely file certain annual financial information and operating data for Fiscal Year 2014-15 in accordance with the continuing disclosure undertakings for certain of its outstanding general obligation bonds. Jamul–Dulzura subsequently filed the referenced annual financial information and operating data and filed a notice reporting its late filings. Jamul–Dulzura did not timely file a notices of rating changes in 2017 for the insurer of certain of its outstanding general obligation bonds. Jamul–Dulzura subsequently filed notice of such rating changes.

***Vista Unified School District.*** Vista Unified School District (“Vista”) did not timely file its audited financial statements, annual financial information and operating data for Fiscal Years 2014-15 through 2015-16 in accordance with the continuing disclosure undertakings for certain of its outstanding general obligation bonds. Also, Vista did not file notices of late filings in accordance with the continuing disclosure undertakings. Vista subsequently filed the referenced audited financial statements, annual financial information and operating data, and filed notices reporting its late filings. In addition, Vista failed to timely file a notice of a change in its underlying general obligation bond rating assigned by Moody’s Investors Service on April 10, 2019. Vista subsequently filed such notice on May 14, 2019.

## **Litigation**

Pending lawsuits and other claims against the Districts are incidental to the ordinary course of operations of the Districts and are largely covered by the Districts’ self-insurance programs. There are no claims or lawsuits (with any potential cost to any District exceeding \$2,000,000) pending against any of the Districts. [Confirm.]

**SUMMARY OF FINANCIAL INFORMATION**

## APPENDIX B

### PRICING CONFIRMATION – SERIES 2020-21B-1

#### **Pricing Information**

Principal Amount

Interest Rate

Offering Yield

Premium

Gross Proceeds

Underwriters' Discount

Purchase Price

Cost of Issuance

Net Proceeds

10% Test or Hold the Offering Price

#### **Important Dates**

Sale Date

Closing Date

Maturity Date

Pledge = Total Principal + Interest

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4853-0204-7442v4/200121-0078

**PRICING CONFIRMATION – SERIES 2020-21B-2**

**Pricing Information**

Principal Amount

Interest Rate

Offering Yield

Premium

Gross Proceeds

Underwriters' Discount

Purchase Price

Cost of Issuance

Net Proceeds

**Important Dates**

Sale Date

Closing Date

Maturity Date

Pledge = Total Principal + Interest

[INSERT DISTRICTS' PRICING CONFIRMATIONS]

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4853-0204-7442v4/200121-0078

## APPENDIX C

### FORM OF ISSUE PRICE CERTIFICATE

#### COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS TAX AND REVENUE ANTICIPATION NOTE PROGRAM NOTE PARTICIPATIONS, SERIES 2020-21 B-1 (TAX-EXEMPT)

The undersigned, J.P. Morgan Securities LLC (the “Representative”), on behalf of itself and Citigroup Global Markets Inc. (the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned note participations (collectively, the “Note Participations”), each evidencing and representing a proportionate and undivided interest in the Tax and Revenue Anticipation Notes (individually, a “Note” and collectively, the “Notes”):

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Note Participations is attached to this certificate as Schedule B.

(b) As set forth in the Contract of Purchase, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Note Participations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Each Underwriter (as defined below) has agreed in the Contract of Purchase that it will not offer or sell any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Note Participations during the Holding Period.]

3. ***Defined Terms.***

(a) ***[General Rule Maturities*** means those Maturities of the Note Participations listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Note Participations 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 members of the Underwriting Group have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d)  *Issuers*  means the County of San Diego, California and the San Diego County school districts listed in Appendix A to the Contract of Purchase.

(e)  *Maturity*  means Note Participations with the same credit and payment terms. Note Participations with different maturity dates or Note Participations with the same maturity date but different stated interest rates, are treated as separate maturities.

(f)  *Public*  means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g)  *[Sale Date means \_\_\_\_\_, 2021.]*

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

#### 4. *Other Certifications.*

(a) The aggregate of the Initial Offering Prices of the Note Participations is \$\_\_\_\_\_.

(b) We have calculated the arbitrage yield with respect to the Note Participations to be \_\_\_\_\_%. We express no view regarding the legal sufficiency of such computations or the correctness of any legal interpretation made by Bond Counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriters' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuers with respect to compliance with the federal income tax rules affecting the Notes, and by Hawkins Delafield & Wood LLP in connection with rendering its opinion that the interest evidenced by the Notes is excluded from gross income for federal income tax purposes.

Dated: \_\_\_\_\_, 2021

**J.P. MORGAN SECURITIES LLC,**  
as Representative

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

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4853-0204-7442v4/200121-0078



**SCHEDULE A**

<i>Maturity Date</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>	<i>Initial Offering Price</i>

[\* General Rule Maturity]

[\* Hold-the-Offering-Price Maturity]

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**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**(Attached)**

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4853-0204-7442v4/200121-0078

APPENDIX D

FORM OF UNDERWRITERS' COUNSEL OPINION

\_\_\_\_\_, 2021

J.P. Morgan Securities LLC  
Sacramento, California

Citigroup Global Markets Inc.  
Los Angeles, California

\$ _____	
COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS TAX AND REVENUE ANTICIPATION NOTE PROGRAM	
\$ _____	\$ _____
NOTE PARTICIPATIONS, SERIES 2020-21B-1 (TAX-EXEMPT)	NOTE PARTICIPATIONS SERIES 2020-21B-2 (FEDERALLY TAXABLE)

Ladies and Gentlemen:

We have acted as legal counsel to you in connection with your purchase of the \$ \_\_\_\_\_ County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-1 (Tax-Exempt) (the "Tax-Exempt Note Participations") and \$ \_\_\_\_\_ County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-2 (Federally Taxable) (the "Federally Taxable Note Participations," and together with the Tax-Exempt Note Participations, the "Note Participations") pursuant to the Contract of Purchase (hereinafter defined). Unless otherwise indicated, capitalized terms used herein have the respective meanings given to such terms in the Contract of Purchase.

The Note Participations are being executed and delivered pursuant to the terms of a Trust Agreement, dated as of \_\_\_\_\_ 1, 2021 (the "Trust Agreement"), by and among the County of San Diego (the "County"), the districts participating in the program (the "Districts") and Wilmington Trust, N.A., as trustee. The Note Participations evidence and represent proportionate and undivided interests of the owners thereof in the 2020-21 Tax and Revenue Anticipation Notes (individually, a "Note" and collectively, the "Notes"). The Notes are issued pursuant to and by the authority of resolutions adopted by the Districts (collectively, the "District Resolutions"), in full conformity with the Constitution and laws of the State of California including Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code.

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4853-0204-7442v4/200121-0078

In rendering our opinion, we have examined the record of proceedings submitted to us relative to the issuance of the Note Participations and originals or copies certified or otherwise identified to our satisfaction of (i) the Trust Agreement; (ii) the District Resolutions; (iii) the Contract of Purchase relating to the Note Participations, dated \_\_\_\_\_, 2021 (the "Contract of Purchase"), between J.P. Morgan Securities LLC, as representative on behalf of itself and Citigroup Global Markets Inc. (the "Underwriters"); and the County, acting on behalf of the Districts (iv) the Official Statement relating to the Note Participations, dated \_\_\_\_\_, 2021 (the "Official Statement"); (v) the Continuing Disclosure Agreement relating to the Note Participations included within the Trust Agreement; (vi) the final approving opinions and disclosure letter of Hawkins Delafield & Wood LLP, as Bond Counsel and Disclosure Counsel; (vii) the report of J.P. Morgan Securities LLC setting forth compliance by the Districts in certain prior years with respect to their respective obligations to provide notices of material events and file annual reports, as required by prior undertakings entered into pursuant to paragraph (b)(4) of Rule 15c2-12 of the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934 (as amended, the "Rule"); and (viii) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate as a basis for our opinion and conclusions. We have not reviewed, and we do not assume any responsibility for any electronic version of the Official Statement and for all purposes of this letter, we have assumed that any electronic version of the Official Statement is identical in all respects to the printed version of the Official Statement.

The conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform you or any other person, whether any such actions are taken or omitted or whether such events do occur or any other matters come to our attention after the date hereof. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and the Note Participations which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate. We have assumed, without independent verification, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in any opinions referenced in the Official Statement.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in any document referenced in the Official Statement.

Based upon and subject to the foregoing, as of the date hereof, we are of the opinion that:

- (1) the Note Participations are not subject to the registration requirements of the Securities Act of 1933, as amended;
- (2) the District Resolutions and Trust Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended; and
- (3) the Continuing Disclosure Agreement provides a suitable basis for the Underwriters, in connection with the Offering (as defined in Rule 15c2-12 of the Securities and Exchange

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Commission) of the Note Participations to make a reasonable determination as required by section (b)(5) of such Rule.

Although we have not undertaken to check the accuracy, completeness or fairness of, or verified the information contained in, the Preliminary Official Statement, dated \_\_\_\_\_, 2021 (the "Preliminary Official Statement") with respect to the Note Participations and the Official Statement, and are therefore unable to make any representation to you in that regard, we have participated in conferences prior to the date of the Official Statement with your representatives and representatives of the County, including Bond Counsel, Disclosure Counsel, and Government Financial Strategies Inc., the Districts' municipal advisor, during which conferences the contents of the Official Statement and related matters were discussed. Based upon the information made available to us in the course of our participation as counsel to you in such conferences, our review of the documents referred to above, our reliance on the documents, certificates, instructions and records and the opinions of counsel described above and our understanding of applicable law, we advise you, as of matter of fact and not law, that nothing has come to the attention of the lawyers in the firm providing services to you as your counsel in connection with the Note Participations which would lead us to believe that the Preliminary Official Statement, as of its date, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or as of its date omitted, or as of the date hereof omits, to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in each case we do not hereby express any opinion or view with respect to (i) any information contained in [Appendices B through E] to the Official Statement, (ii) financial or statistical data or forecasts, numbers, tables, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to the Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers of information relating thereto, and (v) any information with respect to the rating on the Note Participations and the rating agency referenced therein, including, but not limited to, information under the caption "RATING"). In rendering the foregoing advice, we note that we conducted no independent diligence on the Electronic Municipal Market Access website, and express no view regarding the District's compliance with any obligation to provide annual reports or notices of events as described in the Rule. We further advise you that, other than reviewing the various certificates and opinions required by the Contract of Purchase, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof. No responsibility is undertaken or opinion rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by, or incorporated by reference in, the Official Statement.

By acceptance of this letter you recognize and acknowledge that: (i) the advice is based on certain limited activities performed by specific attorneys in our firm in our role as counsel to the Underwriters; (ii) the scope of the activities performed by such attorneys in our role as counsel to the Underwriters and for purposes of delivering such advice were inherently limited and do not purport to encompass all activities necessary for compliance by you or others in accordance with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as counsel to the Underwriters rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Underwriters.

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4853-0204-7442v4/200121-0078

This letter is being rendered to you solely for your benefit in connection with your purchase of the Note Participations and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. No opinion is expressed herein with respect to the validity of the Note Participations, the District Resolutions, the Trust Agreement or the Continuing Disclosure Agreement or any other document executed by the County or compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Note Participations.

We have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Note Participations or other matters discussed in the Preliminary Official Statement or the Official Statement. This letter is not intended to be, and may not be, relied upon by owners of Note Participations, the owners of any beneficial ownership interest therein or by any other party to whom it is not addressed.

Respectfully submitted,

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APPENDIX E

FORM OF DISCLOSURE COUNSEL OPINION

*[TO BE CONFIRMED BY DISCLOSURE COUNSEL]*

County of San Diego  
San Diego, California

Participants identified in the Trust Agreement  
hereinafter referred to

\_\_\_\_\_, 2021

\$ \_\_\_\_\_

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS  
TAX AND REVENUE ANTICIPATION NOTE PROGRAM

\$ \_\_\_\_\_

NOTE PARTICIPATIONS,  
SERIES 2020-21B-1  
(TAX-EXEMPT)

\$ \_\_\_\_\_

NOTE PARTICIPATIONS  
SERIES 2020-21B-2  
(FEDERALLY TAXABLE)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to various school districts (the "Participants") in the County of San Diego (the "County") in connection with their Preliminary Official Statement dated \_\_\_\_\_, 2021 (the "Preliminary Official Statement") and final Official Statement dated \_\_\_\_\_, 2021 (the "Official Statement") relating to the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-1 (Tax-Exempt) (the "Tax-Exempt Note Participations") and County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2020-21B-2 (Federally Taxable) (the "Federally Taxable Note Participations," and together with the Tax-Exempt Note Participations, the "Note Participations"), which evidence and represent proportionate and undivided interests in (i) the tax and revenue anticipation notes (the "Notes") issued by the County on behalf of the Participants identified in the Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Note Participations are executed and delivered pursuant to a Trust Agreement, dated as of \_\_\_\_\_ 1, 2021, among Wilmington Trust, N.A. (the "Trustee"), the County and the Participants (the "Trust Agreement"). Each Note is issued pursuant to and by authority of a resolution of each respective Participant (collectively, the "Resolutions") under and by authority of

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Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant's "2020-2021 Tax and Revenue Anticipation Note."

The Preliminary Official Statement and the Official Statement are the Participants' documents and as such the Participants are responsible for their content. The statements made and the information contained in the Preliminary Official Statement and the Official Statement were reviewed for their accuracy, completeness, and materiality by representatives of the Participants. The purpose of our engagement was not to independently establish, confirm, or verify the factual matters set forth in the Preliminary Official Statement and the Official Statement and we have not done so. Moreover, many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve wholly or partially matters of a non-legal character. We do not, therefore, take any responsibility for the factual matters set forth in the Preliminary Official Statement and the Official Statement and we undertake herein only to express certain limited negative assurances regarding the same.

The scope of those activities performed by us were inherently limited and do not encompass all activities that the Participants may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement. Those activities performed by us relied substantially on representations, warranties, certifications and opinions made by representatives of the Participants and others, and are otherwise subject to the matters set forth in this letter. In addition, while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under the federal securities laws, the responsibilities of the Participants under those laws may differ from those of Underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to the Participants as it would to the underwriters for the Note Participations (the "Underwriters").

In giving the limited assurances hereinafter expressed, we are not expressing any opinion or view on, but have ourselves assumed and relied upon, the validity, accuracy and sufficiency of the records, documents, certificates and opinions executed and delivered in connection with the execution and delivery of the Note Participations. Without limiting the foregoing statement, we have relied, without independently opining upon the legal conclusions expressed and without independently verifying the factual matters represented, on the legal opinions that we have reviewed. Also, we have not conducted an independent diligence regarding the Participants' compliance with their continuing disclosure undertakings and express no view regarding the District's compliance with any obligation to provide annual reports or notices of events as described in the Rule

Also, this letter does not address: (i) CUSIP numbers; (ii) any financial statements contained in the Preliminary Official Statement or the Official Statement; (iii) any financial, demographic, statistical or economic data, estimates, projections, numbers, assumptions, charts, graphs, tables, or expressions of opinion contained in the Preliminary Official Statement or the Official Statement; and (iv) information relating to the book-entry-only system.

In our capacity as Disclosure Counsel, we participated in meetings and conference calls with representatives of the County, the Participants, the Participants' Counsel, Bond Counsel, the Underwriters, Underwriters' Counsel, the Municipal Advisor and other parties, during which the contents of the Preliminary Official Statement or the Official Statement were discussed and reviewed. Based upon such participation, and information disclosed to us in the course of our representation of the Participants



as Disclosure Counsel, considered in light of our understanding of the applicable law and the experience we have gained through our practice of law, and subject to all of the foregoing in this letter including the qualifications respecting the scope and nature of our engagement, we advise you, as a matter of fact but not opinion, that, during the course of our engagement as Disclosure Counsel with respect to the Preliminary Official Statement and the Official Statement, no facts came to the attention of the attorneys of our firm rendering legal services in connection with this matter that caused them to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except, with respect to the Preliminary Official Statement, no opinion is expressed with respect to any information permitted to be modified or omitted pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and with the exception that references to the \_\_\_\_\_ set forth in the Preliminary Official Statement have been changed in the Official Statement.

This letter refers only to disclosure relating to the Note Participations as delivered to the Underwriters by the Participants, and no view is expressed as to any offering of derivative instruments, if any, relating to the Note Participations.

We assume no obligation to update, revise or supplement this letter to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or for any other reason.

We are not expressing any opinion with respect to the authorization, execution, delivery or validity of the Note Participations, or the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Note Participations.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity, except as may be expressly authorized by us in writing. This letter is not to be used, circulated, quoted or otherwise referred to in connection with the offering of the Note Participations, except that reference may be made in any list of closing documents pertaining to the execution and delivery of the Note Participations.

Very truly yours,

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**Item G. BOARD POLICIES AND BYLAWS**

Agenda Item G.

Board Policies and Bylaws Item G.1.1.  
Prepared by Dr. Kristin Baranski  
December 15, 2020

Second Reading: Revised Board Bylaws  
(BB):

- Public Statements (BB 9010)
- Organization (BB 9100)
- Number of Members and Terms of Office (BB 9110)

**BACKGROUND:**

The attached revised Board Bylaws were updated to conform with California School Board Association's (CSBA) language.

**BB 9010 - Public Statements**

Bylaw updated to add concepts related to communicating the district's message in a manner that promotes public confidence in the Board's leadership, refraining from disclosing confidential information, and adhering to the same standards and protocols established for other Board communications when participating on social networking sites, blogs, or other electronic media.

**BB 9100 - Organization**

Bylaw updated to clarify the time periods during which the annual organizational meeting must be held pursuant to law and to expand items to be addressed during the meeting to include a review of resources on board governance and leadership roles and responsibilities.

**BB 9110 - Number of Members and Terms of Office**

Bylaw updated to reflect AB 2449 which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election.

**RECOMMENDATIONS:**

It is recommended that the Board of Education adopt revised Board Bylaws Public Statements (BB 9010); Organization (BB 9100); Number of Members and Terms of Office (BB 9110), as presented in a second reading.

**FISCAL IMPACT:**

There is no fiscal impact to the district by revising this board policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item G.1.1.

The Governing Board recognizes the responsibility rights of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their views. and encourages open discussion of issues during the Board meeting. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols. The Board believes that effective Board members have a responsibility to express themselves, whether in agreement or disagreement with the Board majority, in ways that promote the Board's ability to govern the district.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

When speaking to community groups, the media, or other members of the public, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

*Legal Reference:*

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE

6250-6270 California Public Records Act

54960 Actions to stop or prevent violation of meeting provisions

54963 Confidential information in closed session

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Bylaw adopted: February 17, 2009

Revised:

**SANTEE SCHOOL DISTRICT**

Santee, California

## **Annual Organizational Meeting**

~~The Governing Board shall hold an annual organizational meeting within the time frame prescribed by law. (Education Code 35143)~~

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
- ~~5. Develop a Board calendar for the year~~
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

## **Election of Officers**

At the annual organizational meeting, the Board will elect a president, vice president and a clerk by rotation as per BB 9120.

*Legal Reference:*

EDUCATION CODE

*5017 Term of Office*

*35143 Annual organizational meeting date, and notice*

*35145 Public meetings*

GOVERNMENT CODE

*54953 Meetings to be open and public; attendance*

ATTORNEY GENERAL OPINIONS

*68 Ops.Cal.Atty.Gen. 65 (1985)*

*59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)*

Bylaw adopted: February 17, 2009  
Revised:

**SANTEE SCHOOL DISTRICT**  
Santee, California

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in ~~each even-numbered year.~~ each year in which the Board's elections are regularly held. (Education Code 35012)

The term of office for Board members elected in regular elections shall be four years, commencing on the first Friday in December following ~~next succeeding~~ their election. (Education Code 5017)

Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)

A Board members whose term have ~~has~~ expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

*Legal Reference:*

EDUCATION CODE

*5000-5033 Election of school district board members*

*35010 Control of district*

*35012 Board members; number, election and terms*

*35107 Eligibility*

ELECTION CODE

*10400-10418 Consolidation of elections*

*14050-14057 California Voter Participation Rights Act*

GOVERNMENT CODE

*1302 Continuance in office until qualification of successor*

*1303 Exercising functions of office without having qualified*

*1360 Necessity of taking constitutional oath*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Bylaw adopted: February 17, 2009

Revised:

**SANTEE SCHOOL DISTRICT**

Santee, California

Board Policies and Bylaws Item G.1.2.  
Prepared by Dr. Kristin Baranski  
December 15, 2020

- First Readings: Revised Board Bylaws (BB):
- BB 9121 – President
  - BB 9123 – Clerk
  - BB 9130 – Board Committees

**BACKGROUND:**

The attached revised Board Bylaws were updated to conform with California School Board Association’s (CSBA) language.

**BB 9121 – President**

Bylaw updated to reorganize and revise the duties of the board president for consistency with information provided in CSBA's Board President's Workshop, and to add an optional component on providing training for the president to enhance his/her leadership skills.

**BB 9123 – Clerk**

Bylaw updated to conform with CSBA language.

**BB 9130 – Board Committees**

Bylaw updated to conform with CSBA language.

**RECOMMENDATIONS:**

Revised Board Bylaws President (BB 9121), Clerk (BB 9123), and Board Committees (BB 9130), are being presented for a first reading. Action, if any, is at the discretion of the Board.

**FISCAL IMPACT:**

There is no fiscal impact to the district by revising this board policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item G.1.2.



The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team ~~Board~~ and the educational community it serves.

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall: ~~The president shall preside at all Board meetings. He/she shall:~~

1. ~~Call the meeting to order at the appointed time~~ Call such meetings of the Board as he/she may deem necessary, giving notice as required by law
2. ~~Announce the business to come before the Board in its proper order~~ Consult with the Superintendent or designee on the preparation of Board meeting agendas
3. ~~Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act~~ Call the meeting to order at the appointed time and preside over the meeting
4. ~~Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference~~ Announce the business to come before the Board in its proper order
5. ~~Explain what the effect of a motion would be if it is not clear to every member~~ Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. ~~Restrict discussion to the question when a motion is before the Board~~ Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. ~~Rule on issues of parliamentary procedure~~ Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. ~~Put motions to a vote, and state clearly the results of the vote~~ Rule on issues of parliamentary procedure
9. ~~Be responsible for the orderly conduct of all Board meetings~~ Put motions to a vote, and clearly state the results of the vote

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board. The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. ~~Signing all instruments, acts, and orders, and necessary to carry out state requirements and the will of the Board~~ resolutions necessary to comply with legal requirements and carry out the will of the Board
2. ~~Consulting with the Superintendent or designee on the preparation of the Board's agendas~~ Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. ~~Working with the Superintendent to ensure that Board members have necessary materials and information~~ Subject to Board approval, appointing and dissolving all committees
4. ~~Subject to Board approval, appointing and dissolving all committees~~ In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media
5. ~~Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law~~ Leading the Board's advocacy efforts to build support within the local community and at the state and national levels
6. ~~Representing the district as governance spokesperson, in conjunction with the Superintendent~~
7. ~~Conferring with the Superintendent or designee on crucial matters which may occur between Board meetings~~
8. ~~Sharing informational mail with other Board members~~

~~The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.~~

The president shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

*Legal Reference:*

EDUCATION CODE

35022 *President of the board*

35143 *Annual organizational meetings; dates and notice*

GOVERNMENT CODE

54950-54963 *Ralph M. Brown Act*

*Management Resources:*

CSBA PUBLICATIONS

*Call to Order: A Blueprint for Great Board Meetings, 2015*

*Board Presidents' Handbook, revised 2002 CSBA*

*Professional Governance Standards, 2000*

~~*Maximizing School Board Leadership: Boardmanship, 1996*~~ WEB

SITES

CSBA: <http://www.csba.org>

Bylaw adopted: February 17, 2009  
Revised:

**SANTEE SCHOOL DISTRICT**  
Santee, California

~~At the annual organizational meeting, the Governing Board shall elect a clerk from its own membership.~~ The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. ~~Sign the minutes of Board meetings following their approval~~ Sign documents on behalf of the district as directed by the Board
4. ~~Sign documents on behalf of the district as directed by the Board~~ Serve as presiding officer in the absence of the president and vice president
5. ~~Serve as presiding officer in the absence of the president and vice president~~ Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

*Legal Reference:*

EDUCATION CODE

*17593 Repair and supervision of property (duty of district clerk)*

*35038 Appointment of clerk by county superintendent of schools*

*35039 Dismissal of clerk*

*35121 Appointment of clerk in certain city and high school districts*

*35143 Annual organizational meetings*

*35250 Duty to keep certain records and reports*

*38113 Duty of clerk (re provision of school supplies)*

GOVERNMENT CODE

*54950-54963 Ralph M. Brown Act*

*Management Resources:*

CSBA PUBLICATIONS

*CSBA Professional Governance Standards, 2000*

~~*Maximizing School Board Leadership: Boardmanship, 1996*~~

WEB SITES

*CSBA: <http://www.csba.org>*

Bylaw adopted: February 17, 2009

Revised:

**SANTEE SCHOOL DISTRICT**

Santee, California

~~The Governing Board may establish Board a committees as necessary. whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups. The Board shall determine the duties of the committee at the time of its appointment. Unless specifically authorized by the Board to act on its behalf, Board committees shall act in an advisory capacity. When its duties have been completed, the committee shall be dissolved.~~

Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

Except for subcommittees of the Board, committee members shall, as appropriate, be recommended by the Superintendent or designee and appointed by the Board president, subject to Board approval.

The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.

Any committee not required by law may be dissolved when its duties or term has been completed or whenever the Board deems necessary.

### **Committee Meetings**

Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).

~~Board committees shall provide public notice of their meetings and conduct these meetings in accordance with state open meeting laws.~~

~~Meetings of advisory committees or standing committees for which an agenda is posted at least 72 hours in advance of the meeting pursuant to Government Code 54954.2, shall be considered, for purposes of the Brown Act, as regular meetings of the Board. (Government Code 54954)~~

However, Board subcommittees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. Standing committees of the Board, irrespective of membership, are those that have a continuing subject matter jurisdiction or a meeting schedule established by action of the Board. (Government Code [54952](#)) ~~Board advisory committees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees that have a continuing subject matter jurisdiction or a meeting schedule established by the Board. (Government Code 54952)~~

Standing committees with a continuing subject matter jurisdiction include but are not limited to those responsible for providing advice on budgets, audits, Board policy, contracts, and personnel matters at the Board's request.

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code [54954](#))

~~The Superintendent or designee may serve as an advisor to any committee at the discretion of the Board.~~

~~Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community and students and may consult with local public boards and agencies.~~

~~When a Board committee composed exclusively of Board members has provided for public comment on an item at a public meeting before or during the committee's consideration of the item, the Board is not obliged to provide for public comment on the item at a subsequent Board meeting. Public comment shall be afforded, however, if the Board determines that the item has been substantially changed since it was heard by the committee. (Government Code 54954.3)~~

Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.

*Legal Reference: (see next page)*

## **BOARD COMMITTEES (continued)**

### *Legal Reference:*

#### EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35024 Executive committee

35160 Authority of governing boards

35160.1 Broad authority of school districts

#### GOVERNMENT CODE

54950-54963 The Brown Act, especially:

54952 Legislative body, definition

54952.2 Definition of meeting

54954 Time and place of regular meetings; special meetings; emergencies

54954.3 Opportunity for public to address legislative body

54957 Closed session purposes

#### COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

#### ATTORNEY GENERAL OPINIONS

81 Ops.Cal.Atty.Gen. 156 (1998)

80 Ops.Cal.Atty.Gen. 308 (1997)

79 Ops.Cal.Atty.Gen. 69 (1996)

#### Management Resources:

#### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2014

#### WEB SITES

CSBA: <http://www.csba.org>

National School Boards Association: <http://www.nsba.org>

Bylaw adopted: February 17, 2009  
Revised:

**SANTEE SCHOOL DISTRICT**  
Santee, California

**Item H. EMPLOYEE ASSOCIATION COMMUNICATION**

**Item I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

**Item J. CLOSED SESSION**

*Citizens wishing to address the Board about a Closed Session item are requested to submit a Request to Speak card in advance. The Board invites citizens at this time to address the Board about any of the items listed under Closed Session*

*The Board will go into Closed Session to discuss:*

1. **Conference with Labor Negotiators** (Gov't. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Employee Organizations: Santee Teachers Association (STA); and*  
*Classified School Employees Association (CSEA)*
  
2. **Public Employee Performance Evaluation** (Gov't. Code § 54957)  
*Superintendent*

**Item K. RECONVENE TO PUBLIC SESSION**

**Item L. ADJOURNMENT**

Agenda Items H, I, J, K and L.