NEW ISSUE
FULL BOOK-ENTRY

RATINGS: S&P (Insured Certificates): "AA"
Moody's (underlying and uninsured): "A2"
(See "RATINGS" herein)

DAC Bond®

In the opinion of Hawkins Delafield & Wood LLP, Special Counsel to the District, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest evidenced by the Certificates 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 evidenced by the Certificates is not treated as a preference item in calculating the alternative minimum tax under the Code. In addition, in the opinion of Special Counsel to the District, under existing statutes, interest evidenced by the Certificates is exempt from personal income taxes imposed by the State of California. See "TAX MATTERS" herein.

$28,390,000
REFUNDING CERTIFICATES OF PARTICIPATION, 2020 SERIES A
Evidencing Proportionate and Undivided Interests of the Owners thereof in Lease Payments to be made by the
LOS ANGELES UNIFIED SCHOOL DISTRICT

Dated: Date of Delivery **Due: October 1, as described herein**

This cover page contains information for reference only. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision. Capitalized terms used in this cover page shall have the meanings given such terms herein.

The Los Angeles Unified School District Refunding Certificates of Participation, 2020 Series A, in the aggregate principal amount of $28,390,000 (the "Certificates"), evidence proportionate and undivided ownership interests in certain Lease Payments (as defined herein) to be made by the Los Angeles Unified School District (the "District") for the use of certain real property and the improvements thereon (the "Property") pursuant to a Lease Agreement, dated as of October 1, 2020 (the "Lease Agreement"), by and between the District, as lessee, and the LAUSD Financing Corporation (the "Corporation"), as lessor. The proceeds of the Certificates, together with other available funds, will be used (i) to refund the District's Certificates of Participation 2010 Series B-1 (Federally Taxable Direct Pay Build America Bonds) (Capital Projects I) and the District's Certificates of Participation 2010 Series B-2 (Tax-Exempt) (Capital Projects I), (ii) to prepay the outstanding base rental payments due under the Lease Agreement, dated as of June 1, 2013, by and between the District and the Corporation, and (iii) to pay the costs incurred in connection with the execution and delivery of the Certificates. See "THE REFUNDING PLAN" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The District has agreed under the Lease Agreement to make all Lease Payments and Additional Payments (as defined herein) provided for therein, and has covenanted to include all such Lease Payments and Additional Payments in each of its budgets during the term of the Lease Agreement and to make the necessary appropriations for all such Lease Payments and Additional Payments due under the Lease Agreement in the fiscal year covered by such budget. The District's obligation to make Lease Payments is subject to abatement during any period in which, by reason of damage, destruction, any defect in title or other event (other than by eminent domain), there is substantial interference with the use and occupancy by the District of the Property or any portion thereof. See "RISK FACTORS – Abatement."

Interest evidenced by the Certificates is payable semiannually on April 1 and October 1 of each year, commencing on April 1, 2021. See "THE CERTIFICATES" herein.

The Certificates will be initially delivered only in book-entry form and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Certificates. Individual purchases of the Certificates will be made in book-entry form only. Purchasers of Certificates will not receive certificates representing their ownership interests in the Certificates purchased. The Certificates will be delivered in denominations of $5,000 or any integral multiple thereof. Principal and interest payments evidenced by the Certificates are payable directly to DTC by The Bank of New York Mellon Trust Company, N.A., as trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Certificates. See "THE CERTIFICATES – Book-Entry Only System" herein.

The Certificates are subject to prepayment prior to maturity as described herein. See "THE CERTIFICATES – Prepayment."

THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The scheduled payment of principal and interest evidenced by the Certificates maturing on October 1 of the years 2023 through 2034, inclusive (collectively, the "Insured Certificates"), as indicated on the inside cover page, and only those maturities, when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the execution and delivery of the Insured Certificates by BUILD AMERICA MUTUAL ASSURANCE COMPANY.

BAM
BUILD AMERICA MUTUAL

See "RISK FACTORS" for a discussion of factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Certificates.

MATURITY SCHEDULE – See Inside Cover

The Certificates will be offered when, as and if executed, delivered and received by the Underwriter, subject to the approval of legality by Hawkins Delafield & Wood LLP, Special Counsel to the District. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the District; for the Underwriter by Nixon Peabody LLP, San Francisco, California; for the District and Corporation by General Counsel to the District. It is anticipated that the Certificates in book-entry form will be available for delivery through the facilities of DTC on or about October 27, 2020.

UBS

Dated:October 15, 2020.

MATURITY SCHEDULE

$28,390,000
REFUNDING CERTIFICATES OF PARTICIPATION, 2020 SERIES A
Evidencing Proportionate and Undivided Interests of the Owners thereof in Lease Payments to be made by the
LOS ANGELES UNIFIED SCHOOL DISTRICT

BASE CUSIP†: 544648

Maturity Date (October 1)	Principal Amount	Interest Rate	Yield	CUSIP† Number
2021	$2,065,000	5.000%	0.260%	VG0
2022	2,185,000	5.000	0.450	VH8
2023*	2,290,000	5.000	0.460	VJ4
2024*	2,405,000	5.000	0.540	VK1
2025*	2,520,000	5.000	0.680	VL9
2026*	2,650,000	5.000	0.890	VM7
2027*	2,790,000	5.000	1.080	VN5
2028*	2,920,000	5.000	1.230	VP0
2029*	1,275,000	5.000	1.370	VQ8
2030*	1,340,000	5.000	1.490	VR6
2031*	1,405,000	5.000	1.620	VS4
2032*	1,465,000	4.000	1.780[C]	VT2
2033*	1,520,000	4.000	1.880[C]	VU9
2034*	1,560,000	2.250	2.250	VV7

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† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Corporation, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.
* Insured Certificates (as defined herein).
[C] Yield to first call date of October 1, 2031.

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

District	Member	Term Ending
7	Dr. Richard A. Vladovic, President	December 13, 2020
5	Jackie Goldberg, Vice President	December 13, 2020
1	Dr. George J. McKenna III	December 13, 2020
2	Mónica García	December 11, 2022
3	Scott Schmerelson	December 13, 2020
4	Nick Melvoin	December 11, 2022
6	Kelly Gonez	December 11, 2022

DISTRICT OFFICIALS

Austin Beutner, Superintendent
Devora Navera Reed, Interim General Counsel
Megan K. Reilly, Deputy Superintendent, Business Services and Operations
David D. Hart, Chief Financial Officer
V. Luis Buendia, Deputy Chief Financial Officer
Timothy S. Rosnick, Deputy Controller

PROFESSIONAL SERVICES

Special Counsel

Hawkins Delafield & Wood LLP
Los Angeles, California

Disclosure Counsel

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Trustee

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Municipal Advisor

Public Resources Advisory Group
Los Angeles, California

Counsel to the District and the Corporation

Office of the General Counsel
Los Angeles, California

Verification Agent

Robert Thomas CPA, LLC
Minneapolis, Minnesota

This Official Statement does not constitute an offering of any security other than the original execution and delivery of the Certificates. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The Certificates are exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 3(a)2 thereof. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy Certificates in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth herein other than that furnished by the District, although obtained from sources which are believed to be reliable, is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the execution and delivery of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "CERTIFICATE INSURANCE FOR INSURED CERTIFICATES" and APPENDIX H – "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget," "intend" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

CUSIP® is a registered trademark of The American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of The American Bankers Association by S&P Capital IQ. CUSIP data herein is set forth for convenience of reference only. The District and the Underwriters assume no responsibility for the selection or uses of the CUSIP data or for the accuracy or correctness of such data. The CUSIP numbers for the Refunding Bonds are subject to being changed after the delivery of the Refunding Bonds as a result of various subsequent actions.

In connection with this offering, the Underwriter may overallot or effect transactions which stabilize or maintain the market prices of the Certificates at levels above those that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Certificates to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside front cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

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OFFICIAL STATEMENT

$28,390,000
REFUNDING CERTIFICATES OF PARTICIPATION, 2020 SERIES A
Evidencing Proportionate and Undivided Interests of the Owners thereof in Lease Payments to be made by the LOS ANGELES UNIFIED SCHOOL DISTRICT

INTRODUCTION

This Official Statement (which includes the cover page, inside cover page, and Appendices hereto) (this "Official Statement"), provides certain information concerning the sale and delivery of Los Angeles Unified School District Refunding Certificates of Participation, 2020 Series A, in the aggregate principal amount of $28,390,000 (the "Certificates"). The Certificates evidence proportionate and undivided ownership interests in certain lease payments (the "Lease Payments") to be made by the Los Angeles Unified School District (the "District") for the use of certain real property and the improvements thereon (the "Property"), as more fully described under the caption "THE PROPERTY" herein. The Property will be leased by the District from the LAUSD Financing Corporation (the "Corporation") pursuant to a Lease Agreement, dated as of October 1, 2020 (the "Lease Agreement"), by and between the District and the Corporation.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of Certificates to potential investors is made only by means of this Official Statement.

The District

The District, encompassing approximately 710 square miles, is located in the western section of the County of Los Angeles (the "County") in the State of California (the "State"). The District's boundaries include virtually all of the City of Los Angeles (the "City"), all of the Cities of Cudahy, Gardena, Huntington Park, Lomita, Maywood, San Fernando, Vernon and West Hollywood, and portions of the Cities of Bell, Bell Gardens, Beverly Hills, Calabasas, Carson, Commerce, Culver City, Downey, Hawthorne, Inglewood, Long Beach, Lynwood, Montebello, Monterey Park, Rancho Palos Verdes, Rolling Hills Estates, Santa Clarita, Santa Monica, South Gate, and Torrance. In addition, the District provides services to several unincorporated areas of the County which include residential and industrial areas.

The District is the second largest public school district in the United States and is the largest public school district in the State. Based on the District's original adopted budget for fiscal year 2020-21, the current budgeted K-12 enrollment in the District for fiscal year 2020-21 is approximately 463,539 students, including those attending magnet, opportunity, and continuation schools and centers, locally-funded affiliated charter schools ("Affiliated Charter Schools"), and schools for the handicapped. Such enrollment does not include students attending fiscally independent charter schools ("Fiscally Independent Charter Schools"), which is approximately 116,257 students. For more information regarding District enrollment and average daily attendance, including updated enrollment information as of September 18, 2020, see "APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance." As of June 30, 2019, the District operated 1,089 schools and centers, which consisted of 445 elementary schools, 81 middle/junior high schools, 94 senior high schools, 54 options schools, 203 magnet centers, 54 magnet schools, 24 multi-level schools, 14 special education schools, 2 community adult schools, 6 regional occupational centers, 3 skills centers, 86 early education centers, 4 infant centers, and 19 primary school centers. As of June 30, 2019, 50 of the District's schools were operated as Affiliated Charter Schools. In addition, as of June 30, 2019, the District oversaw 225 Fiscally Independent Charter Schools within the District's boundaries. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – Charter School Funding."

Additional information on the District is set forth in Appendices A and B hereto. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION" and APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019." For specific information on the impact of the Coronavirus Disease 2019 ("COVID-19") pandemic on the District's operations and finances, see "RISK FACTORS – Infectious Disease Outbreak" and APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*," "– DISTRICT FINANCIAL INFORMATION – Unaudited Actuals," and " – DISTRICT FINANCIAL INFORMATION – District Budget – *Fiscal Year 2020-21 Revised Budget*." For more information about the District's future financings, including the expected issuance of general obligation bonds during the current fiscal year, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Future Financings."

The Corporation

The Corporation was organized on July 18, 2000 as a California nonprofit benefit corporation. The Corporation was formed at the request of the District for the specific and primary purpose of providing capital financing assistance to the District by financing the acquisition, construction, remodeling, rehabilitation, equipping, improvement, financing and refinancing of various public facilities, land and equipment of the District and by leasing certain facilities, land and equipment for the use, benefit and enjoyment of the public served by the District, as well as any other purpose incidental thereto. See "THE CORPORATION" herein.

Security and Sources of Payment for the Certificates

The Certificates will be executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2020 (the "Trust Agreement"), by and among The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Corporation and the District, and evidence proportionate and undivided ownership interests in certain Lease Payments to be made by the District under the Lease Agreement for the use of the Property. See "THE PROPERTY."

The District will enter into a Site Lease, dated as of October 1, 2020 (the "Site Lease") pursuant to which the District will lease the Property to the Corporation. The Corporation will then sublease the Property back to the District pursuant to the Lease Agreement. The Lease Agreement will obligate the District to make Lease Payments and Additional Payments (which include expenses and fees of the Trustee, all amounts due to the Insurer, and other amounts incurred by the District and the Corporation in complying with the provisions of the Trust Agreement as described herein). Lease Payments are scheduled to be sufficient to pay, when due, amounts designated as principal and interest evidenced by the Certificates. The District covenants under the Lease Agreement to take such action as may be necessary to include all Lease Payments and Additional Payments due under the Lease Agreement in each of its budgets during the term of the Lease Agreement and to make the necessary appropriations for all such Lease Payments and Additional Payments due under the Lease Agreement in the fiscal year covered by such budget.

The Trustee and the Corporation will enter into an Assignment Agreement, dated as of October 1, 2020 (the "Assignment Agreement"), pursuant to which the Corporation will assign to the Trustee for the benefit of the Certificate Owners all of the Corporation's right, title and interest in and to the Lease Agreement, including its right to receive and collect all of the Lease Payments and Additional Payments from the District under the Lease Agreement, provided that the Corporation will retain the right to indemnification under the Lease Agreement.

The District's obligation to make Lease Payments with respect to the Certificates will be abated during any period in which, by reason of damage, destruction, any defect in title or other event (other than by eminent domain as provided in the Lease Agreement), there is substantial interference with the use and occupancy by the District of the Property or any portion thereof (other than any portions of the Property described in the provisions of the Lease Agreement relating to the District's right to, at its own expense, remove portions of the Property or to make additions or modifications to the Property). Failure of the District to make Lease Payments during any such period will not constitute a default under the Lease Agreement, the Trust Agreement or any Certificate. However, during periods of abatement, any moneys in the Lease Payment Fund and amounts, if any, received from rental interruption insurance are available to pay Lease Payments. There is no remedy of acceleration of Lease Payments over the term of the Lease Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Lease Payments," " – Insurance," and "– Abatement" and "RISK FACTORS – Abatement" herein.

THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

For more complete and detailed information, see "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES." For a discussion of certain risks associated with the District's ability to make Lease Payments for the Property, see "RISK FACTORS."

Certificate Insurance for Insured Certificates

Concurrently with the execution and delivery of the Certificates, Build America Mutual Assurance Company ("BAM" or "Insurer") will issue its Municipal Bond Insurance Policy (the "Insurance Policy") for the Certificates maturing on October 1 of the years 2023 through 2034, inclusive (collectively, the "Insured Certificates"), as indicated on the inside cover page. The Insurance Policy guarantees the scheduled payment of principal of and interest evidenced by the Insured Certificates when due as set forth in the form of the Insurance Policy included as Appendix H to this Official Statement. See "CERTIFICATE INSURANCE FOR INSURED CERTIFICATES" and APPENDIX H – "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

Authorization; Purpose of the Certificates

Pursuant to and in accordance with resolutions of the Board of Education of the District and the Board of Directors of the Corporation adopted on September 15, 2020, the District and the Corporation have authorized the execution, sale and delivery of the Certificates, approved the execution of the Lease Agreement, the Site Lease, the Trust Agreement and this Official Statement and the Corporation has also approved the form of the Assignment Agreement.

The proceeds of the Certificates, together with other available funds, will be used (i) to refund the District's Certificates of Participation 2010 Series B-1 (Federally Taxable Direct Pay Build America Bonds) (Capital Projects I) (the "2010 B-1 Certificates") and the District's Certificates of Participation 2010 Series B-2 (Tax-Exempt) (Capital Projects I) (the "2010 B-2 Certificates" and together with the 2010 B-1 Certificates, the "Prior 2010 Certificates"), (ii) to prepay the outstanding base rental payments due under the Lease Agreement, dated as of June 1, 2013 (the "2013 Lease" and together with the Prior 2010 Certificates, the "Prior Lease Obligations"), by and between the District and the Corporation, and (iii) to pay the costs incurred in connection with the execution and delivery of the Certificates. See "THE REFUNDING PLAN" and "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Certificates

The Certificates will be executed and delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Certificates. Individual purchases of the Certificates will be made in book-entry form only. Purchasers of the Certificates will not receive certificates representing their ownership interests in the Certificates purchased. The Certificates will be delivered in denominations of $5,000 or any integral multiple thereof. Principal and interest payments evidenced by the Certificates are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to DTC Participants for subsequent disbursement to the Beneficial Owners (as defined in the Trust Agreement) of the Certificates. See "THE CERTIFICATES – General" and " – Book-Entry Only System" and APPENDIX G – "BOOK-ENTRY ONLY SYSTEM."

Interest evidenced by the Certificates is payable semiannually on April 1 and October 1 of each year, commencing on April 1, 2021. See "THE CERTIFICATES – General."

The Certificates are subject to prepayment prior to maturity as described herein. See "THE CERTIFICATES – Prepayment."

For a more complete description of the Certificates and the basic documentation pursuant to which they are being sold and delivered, see "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" and APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS." The summaries and descriptions in this Official Statement of the Trust Agreement, the Lease Agreement, the Site Lease, the Assignment Agreement, the Continuing Disclosure Certificate and other agreements relating to the Certificates are qualified in their entirety by the respective form thereof and the information with respect thereto included in such documents. All capitalized terms used in this Official Statement (unless otherwise defined herein) which are defined in the Trust Agreement shall have the same meanings assigned to such terms as set forth therein. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – DEFINITIONS."

Offering and Delivery of the Certificates

The Certificates will be offered when, as and if executed, delivered and received by the Underwriter, subject to the approval of legality by Hawkins Delafield & Wood LLP, Special Counsel to the District, and the satisfaction of certain other conditions. It is anticipated that the Certificates will be available in book-entry form for delivery through the facilities of DTC on or about October 27, 2020 (the "Delivery Date").

Certificate Owners' Risks

Certain events could affect the ability of the District to make the Lease Payments when due. See "RISK FACTORS" for a discussion of certain factors that should be considered, in addition to other matters set forth herein, in evaluating an investment in the Certificates.

Continuing Disclosure

The District has covenanted for the benefit of the holders and Beneficial Owners of the Certificates to provide, or to cause to be provided, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system or such other electronic system designated by the Municipal Securities Rulemaking Board (the "EMMA System") certain annual financial information and operating data relating to the District (the "Annual Report") by not later than 240 days following the end of the District's fiscal year (currently ending June 30), commencing with the report for fiscal year 2019-20 and notice of the occurrence of certain enumerated events ("Notice Events") in a timely manner not in excess of ten business days after the occurrence of such a Notice Event. The specific nature of the information to be contained in the Annual Report and the notices of Notice Events is set forth in APPENDIX E − "FORM OF CONTINUING DISCLOSURE CERTIFICATE." Copies of the District's annual reports and notices of Listed Event filings are available at the website of Digital Assurance Certification, L.L.C. ("DAC"), www.dacbond.com, and at the website of the Emma System, emma.msrb.org. The information presented on these websites is not incorporated by reference in this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission ("SEC").

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget," "intend" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

Other Information

This Official Statement is current only as of its date, and the information contained herein is subject to change. Copies of the Site Lease, the Lease Agreement, the Assignment Agreement, the Trust Agreement and the Continuing Disclosure Certificate are available for inspection at the District at 333 South Beaudry

Avenue, Los Angeles, California 90017, by request to the Office of the Chief Financial Officer, and, following delivery of the Certificates, will be on file at the offices of the Trustee in Los Angeles, California.

THE CERTIFICATES

General

The Certificates evidence proportionate and undivided ownership interests in the principal and interest components of Lease Payments to be made by the District pursuant to the Lease Agreement.

The Certificates are dated the date of original delivery thereof and will be executed and delivered in denominations of $5,000 or any integral multiple thereof ("Authorized Denominations"). The principal evidenced by the Certificates will be payable on their respective Principal Payment Dates set forth on the front inside cover page of this Official Statement and shall represent the sum of the portions of the Lease Payments designated as principal components coming due on the Principal Payment Dates in each year.

The principal components of the Lease Payments will evidence interest components calculated at the rates per annum, all as set forth on the front inside cover page of this Official Statement. The interest components evidenced by the Certificates will be due and payable semiannually on April 1 and October 1 of each year, commencing April 1, 2021 (each an "Interest Payment Date"). The interest evidenced by the Certificates will be payable on each Interest Payment Date to and including their respective Principal Payment Dates or prepayment prior thereto, and shall represent the sum of the portions of the Lease Payments evidenced thereby designated as interest components coming due on the Interest Payment Dates in each year.

The interest evidenced by the Certificates will be computed on the basis of a 360-day year consisting of twelve, 30-day months. Each Certificate shall evidence interest from the Interest Payment Date next preceding its date of execution to which interest has been paid in full, unless (i) it is executed as of the Interest Payment Date, in which event interest evidenced thereby shall be payable from the date thereof; or (ii) it is executed after the 15th day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a Business Day (a "Record Date") and before the following Interest Payment Date, in which event interest evidenced thereby shall be payable from such following Interest Payment Date; or (iii) it is executed prior to the close of business on the first Record Date, in which event interest evidenced thereby shall be payable from the Delivery Date. Notwithstanding the foregoing, if, as shown by the records of the Trustee, interest evidenced by the Certificates shall be in default, each Certificate shall evidence interest from the last Interest Payment Date to which such interest has been paid in full or duly provided for.

The Lease Agreement requires that each year's semi-annual Lease Payments thereunder be deposited with the Trustee, as assignee of the Corporation, no later than three business days prior to each Lease Payment Date for the Certificates (each, a "Lease Deposit Date") which are scheduled to be sufficient to pay, when due, amounts designated as principal and interest evidenced by the Certificates, subject to the provisions of the Lease Agreement regarding abatement in the event of material loss of use of any portion of the Property and prepayment of Lease Payments. See "RISK FACTORS – Abatement" and "THE CERTIFICATES – Prepayment" herein.

The Certificates will be subject to the Book-Entry System of registration, transfer and payment, and each Certificate will initially be registered in the name of Cede & Co., as nominee of DTC. As part of such Book-Entry System, DTC has been appointed securities depository for the Certificates, and registered ownership may not thereafter be transferred except as provided in the Trust Agreement. The Certificates are being delivered in book-entry form only. Purchasers will not receive securities certificates representing their interests in the Certificates. Rather, in accordance with the Book-Entry System, purchasers of each Certificate will have beneficial ownership interests in the purchased Certificates through DTC Participants. For more information concerning the Book-Entry System, see “THE CERTIFICATES – Book-Entry Only System.”

While the Certificates are subject to the Book-Entry System, payments of principal and interest with respect to the Certificates will be made by the Trustee to DTC, which in turn is obligated to remit such principal and interest to its DTC Participants for subsequent disbursement to Beneficial Owners of the Certificates as described herein. See “THE CERTIFICATES – Book-Entry Only System” and APPENDIX G – “BOOK-ENTRY ONLY SYSTEM.”

Prepayment

Optional Prepayment. The Certificates maturing on or after October 1, 2032, are subject to optional prepayment prior to maturity on or after October 1, 2031, at the option of the District, as a whole or in part on any date, from amounts deposited with the Trustee by the District, at a prepayment price equal to 100%, plus accrued but unpaid interest to the prepayment date.

Extraordinary Prepayment. The Certificates are subject to prepayment on any Business Day, in whole or in part, from Net Proceeds of condemnation or any insurance award resulting from any defect in title, damage or destruction of all or a portion of the Property which the Trustee shall transfer to the Prepayment Fund at least forty-five (45) days prior to such date of prepayment and credited towards the Prepayment made by the District pursuant to the Lease Agreement, at a prepayment price equal to the principal amount of Certificates prepaid together with accrued interest to the date fixed for prepayment, without premium provided, however, that so long as the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, the prior written consent of the Insurer shall be required for any such prepayment unless all outstanding Certificates are to be prepaid from such Net Proceeds or awards.

Partial Prepayment. All or a portion of any Certificate may be prepaid, but only in a principal amount equal to an Authorized Denomination. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount evidenced by such Certificate will be made to such Owner by check mailed by first class mail to the Owner at his or her address as it appears on the Certificate Register. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates that shall be of Authorized Denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount thereby required to be paid to such Owner, and the District, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Selection of Certificates for Prepayment. Whenever provision is made in the Trust Agreement for the prepayment of less than all of the Certificates pursuant to the prepayment provisions described under the caption “ - *Optional Prepayment*,” the Trustee will select the Certificates to be prepaid from all Outstanding Certificates not previously called for prepayment pursuant to the Trust Agreement, among maturities selected by the District and designated in a Written Request of the District delivered to the Trustee at least sixty (60) days (or such shorter period as acceptable to the Trustee) prior to the prepayment date and by lot within any maturity. The Trustee will promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment.

Whenever provision is made in the Trust Agreement for the prepayment of less than all of the Certificates pursuant to the prepayment provisions described under the caption " - *Extraordinary Prepayment*," the Trustee will select the Certificates to be prepaid from all Certificates not previously called for prepayment among maturities of all Certificates on a *pro rata* basis as nearly as practicable.

Notice of Prepayment. Notice of any such prepayment will be given by the Trustee on behalf and at the expense of the District by registered or otherwise secure mail or delivery service, postage prepaid, or by facsimile transmission, confirmed by telephone, to the Insurer so long as the Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and DTC and, by electronic submission to the MSRB through its EMMA System, or any other entity designated or authorized by the MSRB or the SEC, in accordance with then current guidelines, at least thirty (30) days but not more than sixty (60) days prior to the prepayment date; provided, that neither failure to receive such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for the prepayment of such Certificates.

All notices of prepayment will be dated and will specify: (a) that the Certificates or a designated portion thereof are to be prepaid; (b) the numbers of the Certificates (unless all Certificates or all Certificates of a specific maturity have been selected for prepayment) together with the CUSIP numbers to be prepaid (provided that none of the District, the Corporation or the Trustee will be held liable for the accuracy of such CUSIP numbers); (c) the date of notice and the date of prepayment; (d) the place or places where the prepayment will be made; and (e) the interest rates and stated maturity dates of the Certificates to be prepaid. Such notice will further state that on the specified prepayment date there shall become due and payable upon each Certificate or portion thereof to be prepaid, the portion of the principal amount evidenced by such Certificate to be prepaid, together with interest accrued to said date and prepayment premium, if any, and that from and after such date interest with respect thereto will cease to accrue and be payable.

Conditional Notice; Rescission. Any notice of prepayment of the Certificates, or any portion thereof, delivered in accordance with the Trust Agreement, may be conditional and if any condition stated in the notice of prepayment will not have been satisfied on or prior to the prepayment date, said notice (i) will be of no force and effect; (ii) the District will not be required to prepay such Certificates; (iii) the prepayment will not be made; and (iv) the Trustee will within a reasonable time thereafter give notice to the persons and in the manner in which the conditional notice of prepayment was given, that such condition or conditions were not met and that the prepayment was cancelled.

The District may rescind any prepayment and notice thereof for any reason on any date prior to the date fixed for prepayment by causing written notice of the rescission to be given to the Owners of the Certificates so called for prepayment. Notice of rescission of prepayment will be given in the same manner in which notice of prepayment was originally given. The actual receipt by the Owner of any Certificate of notice of such rescission will not be a condition precedent to rescission and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

Effect of Prepayment. Notice of prepayment having been given, and if the money for the prepayment price (including the interest and prepayment premium, if any, to the applicable date of prepayment) is set aside in the Prepayment Fund, the Certificates to be prepaid will become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates will be paid at the unpaid prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all of the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as aforesaid, then, from and after said date of prepayment, interest evidenced by such Certificates shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of the Trust Agreement will be cancelled upon surrender thereof and destroyed.

Book-Entry Only System

DTC will act as securities depository for the Certificates. The Certificates will be executed and delivered 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 stated Principal Payment Date of the Certificates, each in the aggregate amount of the principal evidenced by Certificates with such stated Principal Payment Date, and will be deposited with DTC. See APPENDIX G – "BOOK-ENTRY ONLY SYSTEM."

Discontinuance of DTC. In the event that (a) DTC determines not to continue to act as securities depository for the Certificates or (b) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the District, then the District may discontinue the book-entry system with DTC. If the District determines to replace DTC with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Certificate for each of the different maturity dates and interest rates of such Certificates, registered in the name of such successor or substitute qualified securities depository or its nominee as provided in Trust Agreement. If the District fails to identify another qualified securities depository to replace DTC, then the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of the nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the transfer and exchange provisions of the Trust Agreement summarized in APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS."

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Nature of the Certificates

Each Certificate evidences proportionate and undivided ownership interests in the principal component of the Lease Payment due under the Lease Agreement on the payment date or prepayment date of such Certificate, and the interest component of all Lease Payments (based on the stated interest rate with respect to such Certificate) to accrue from the date of delivery to its payment date or prepayment date, as the case may be.

The Corporation, pursuant to the Assignment Agreement, will assign to the Trustee for the benefit of the Certificate Owners all of the Corporation's right, title and interest in and to the Lease Agreement, including its right to receive and collect all of the Lease Payments and Additional Payments from the District under the Lease Agreement, provided that the Corporation will retain the right to indemnification under the Lease Agreement. The District will pay Lease Payments directly to the Trustee, as assignee of the Corporation. See "– Lease Payments" below.

Lease Payments

General. The Certificates evidence proportionate undivided interests in the Lease Payments to be made by the District pursuant to the Lease Agreement. The District is required under the Lease Agreement to make Lease Payments subject to the provisions of the Lease Agreement related to abatement. The Lease Payments will be payable from any source of available funds of the District, subject to the provisions of the Lease Agreement and the Trust Agreement. The District has covenanted in the Lease Agreement to take such action as may be necessary to include all Lease Payments and Additional Payments due thereunder in each of its budgets during the term of the Lease Agreement and to make the necessary appropriations for all such Lease Payments and Additional Payments due under the Lease Agreement in the fiscal year covered by such budget. Lease Payments are scheduled to be paid as set forth in " – Lease Payments Schedule" below.

THE OBLIGATION OF THE DISTRICT TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE CORPORATION OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The Trustee, pursuant to the Trust Agreement, will receive Lease Payments for the benefit of the Owners. Lease Payments are scheduled to be sufficient to pay, when due, amounts designated as principal and interest evidenced by the Certificates. Except as expressly provided in the Trust Agreement, the Trustee will not have any obligation or liability to the Owners with respect to the payment when due of the Lease Payments by the District, or with respect to the performance by the District or the Corporation of the other agreements and covenants required to be performed by them, respectively contained in the Lease Agreement or in the Trust Agreement.

No Acceleration of Lease Payments. There will be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant of the Lease Agreement to be kept and performed by the District is a condition of the Lease Agreement and upon an Event of Default under the Lease Agreement the Trustee may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate the Lease Agreement pursuant to the terms thereof; provided, that no such termination will be effected either by operation of law or acts of the parties thereto, except only in the manner provided in the Lease Agreement. In the event of any Event of Default or Default referred to in the Lease Agreement and notwithstanding any re-entry by the Trustee, the District will, as provided in the Lease Agreement, continue to remain liable for the payment of the Lease Payments and/or damages for breach of the Lease Agreement and the performance of all conditions therein contained and, in any event such Lease Payments and/or damages will be payable to the Trustee at the time and in the manner as provided in the Lease Agreement. See APPENDIX C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS - TRUST AGREEMENT - Events of Default and Remedies of Certificate Owners" attached hereto.

Lease Payments Schedule

The Lease Agreement requires that each year's semi-annual Lease Payments thereunder be deposited with the Trustee, as assignee of the Corporation, no later than three business days prior to each Interest Payment Date for the Certificates (each, a "Lease Deposit Date") which are scheduled to be sufficient to pay, when due, amounts designated as principal and interest evidenced by the Certificates, subject to the provisions of the Lease Agreement regarding abatement in the event of material loss of use of any portion of the Property and prepayment of Lease Payments. See "RISK FACTORS – Abatement" and "THE CERTIFICATES – Prepayment" herein.

The following table sets forth the payments of the principal components and interest components evidenced by the Certificates and the semi-annual Lease Payments due under the Lease Agreement:

LOS ANGELES UNIFIED SCHOOL DISTRICT
REFUNDING CERTIFICATES OF PARTICIPATION, 2020 SERIES A
LEASE PAYMENTS SCHEDULE

Interest Payment Date	Principal Component	Interest Component	Total Semi-Annual Lease Payment	Total Annual Lease Payment
4/1/2021	-	$ 576,109.72	$ 576,109.72	$ 576,109.72
10/1/2021	$ 2,065,000.00	673,375.00	2,738,375.00	-
4/1/2022	-	621,750.00	621,750.00	3,360,125.00
10/1/2022	2,185,000.00	621,750.00	2,806,750.00	-
4/1/2023	-	567,125.00	567,125.00	3,373,875.00
10/1/2023	2,290,000.00	567,125.00	2,857,125.00	-
4/1/2024	-	509,875.00	509,875.00	3,367,000.00
10/1/2024	2,405,000.00	509,875.00	2,914,875.00	-
4/1/2025	-	449,750.00	449,750.00	3,364,625.00
10/1/2025	2,520,000.00	449,750.00	2,969,750.00	-
4/1/2026	-	386,750.00	386,750.00	3,356,500.00
10/1/2026	2,650,000.00	386,750.00	3,036,750.00	-
4/1/2027	-	320,500.00	320,500.00	3,357,250.00
10/1/2027	2,790,000.00	320,500.00	3,110,500.00	-
4/1/2028	-	250,750.00	250,750.00	3,361,250.00
10/1/2028	2,920,000.00	250,750.00	3,170,750.00	-
4/1/2029	-	177,750.00	177,750.00	3,348,500.00
10/1/2029	1,275,000.00	177,750.00	1,452,750.00	-
4/1/2030	-	145,875.00	145,875.00	1,598,625.00
10/1/2030	1,340,000.00	145,875.00	1,485,875.00	-
4/1/2031	-	112,375.00	112,375.00	1,598,250.00
10/1/2031	1,405,000.00	112,375.00	1,517,375.00	-
4/1/2032	-	77,250.00	77,250.00	1,594,625.00
10/1/2032	1,465,000.00	77,250.00	1,542,250.00	-
4/1/2033	-	47,950.00	47,950.00	1,590,200.00
10/1/2033	1,520,000.00	47,950.00	1,567,950.00	-
4/1/2034	-	17,550.00	17,550.00	1,585,500.00
10/1/2034	1,560,000.00	17,550.00	1,577,550.00	1,577,550.00
Total:	$28,390,000.00	$8,619,984.72	$37,009,984.72	$37,009,984.72

Additional Payments

The Lease Agreement requires the District to pay, as Additional Payments thereunder in addition to the Lease Payments, such amounts sufficient to pay all costs and expenses incurred by the District and the Corporation in complying with the provisions of the Trust Agreement, including without limitation payment of all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), compensation, reimbursable expenses and fees due to the Trustee, all amounts due to the Insurer, all costs and expenses of auditors, engineers, counsel and accountants and any amounts required to be rebated to the federal government.

Covenant to Appropriate Funds

Pursuant to the Lease Agreement, the District has covenanted to take such action as may be necessary to include all Lease Payments and Additional Payments due under the Lease Agreement in each of its budgets during the term of the Lease Agreement and to make the necessary appropriations for all such Lease Payments and Additional Payments due under the Lease Agreement in the fiscal year covered by such budget. The covenants on the part of the District contained in the Lease Agreement will be deemed to be and will be construed to be duties imposed by law and it will be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in the Lease Agreement agreed to be carried out and performed by the District.

Abatement

Under California Law, even though the Lease Agreement becomes effective as of the date of the Certificates, the obligation of the District to make Lease Payments (other than to the extent that funds to make Lease Payments are available in the Lease Payment Fund) must be abated in whole or in part if the District does not have substantial use and occupancy of all or a portion of the Property. See "RISK FACTORS – Abatement" herein.

Lease Payments evidenced by the Certificates will be abated during any period in which, by reason of damage, destruction, any defect in title or other event (other than by eminent domain which is hereinbefore provided for), there is substantial interference with the use and occupancy by the District of the Property or any portion thereof (other than any portions of the Property described in the provisions of the Lease Agreement relating to the District's right to, at its own expense, remove portions of the Property or to make additions or modifications to the Property), and the District waives the benefits of subsection 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code and any and all other rights to terminate the Lease Agreement by virtue of any such interference, and the Lease Agreement shall continue in full force and effect. The extent of such abatement will be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Property not damaged, destroyed or otherwise unavailable for use and occupancy by the District. Such abatement will continue for the period commencing with such damage, defect in title, destruction or other event and, with respect to damage or destruction of property, ending with the substantial completion of the work of repair or reconstruction or of completion of the Property or of the regained availability of use and occupancy. In the event of any such damage, destruction or non-availability, the Lease Agreement will continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage, destruction or unavailability.

Notwithstanding the foregoing, there will be no abatement of Lease Payments under the Lease Agreement by reason of damage, destruction or unavailability of all or a portion of the Property to the extent that: (i) the fair rental value of the portions of the Property not damaged, destroyed, incomplete or otherwise unavailable for use and occupancy by the District (giving due consideration to the obligations of the parties under the Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public), based upon a qualified employee of the District or an independent certified real estate appraiser selected by the District with expertise in valuing such properties or other appropriate method of valuation, is equal to or greater than the unpaid Lease Payments; or (ii) (A) the proceeds of rental interruption insurance or (B) amounts in the Net Proceeds Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under the Lease Agreement, it being declared by the Lease Agreement that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

Failure of the District to make Lease Payments during any period of such abatement will not constitute a default under the Lease Agreement, the Trust Agreement or the Certificates. See "RISK FACTORS – Abatement" herein.

No Reserve Fund

The Trust Agreement does not require a reserve fund in connection with the execution and delivery of the Certificates. Amounts held or to be held in a debt service reserve fund or account established for any other obligations payable from the District's General Fund may not be used or drawn upon to pay principal of or interest on the Certificates.

Insurance

The Lease Agreement provides that the District will maintain or cause to be maintained, throughout the term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the District and the Trustee and their respective members, officers, agents and employees. The Lease Agreement provides that such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained through the Corporation or in the form of self-insurance by the District; provided, however, that the District may not maintain rental interruption insurance in the form of self-insurance. Said policy or policies will provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies will provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $1,000,000 (subject to a deductible clause not to exceed $500,000 per occurrence) for damage to property resulting from each accident or event. Such liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks.

The Lease Agreement provides that the District will procure and maintain, or cause to be procured and maintained, throughout the Term of the Lease Agreement, insurance against loss or damage to any structures constituting any part of the Property by fire, lightning and flood (if reasonably necessary), with extended coverage and vandalism and malicious mischief insurance, with the Trustee named as additional insured and loss payee, with responsible and reputable insurance companies. The Lease Agreement provides that such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and may be maintained in whole or in part through the Corporation.

The Lease Agreement provides that such extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance will be in an amount equal to the lesser of 100% of the replacement value of the Property or 100% of the remaining Lease Payments evidencing and representing principal evidenced by all outstanding Certificates. The Net Proceeds of such insurance shall be applied as provided in the Lease Agreement.

The Lease Agreement provides that the District will procure and maintain, or cause to be maintained, throughout the term of the Lease Agreement rental interruption insurance to cover loss, total or partial, of the use of any part of the Property during the term of the Lease Agreement with respect to the

Property in an amount equal to the greatest twenty-four (24) months of Lease Payments for such Property with the Trustee named as additional insured and loss payee. Such insurance may be carried in conjunction with, and may be subject to the same provisions as, the insurance required under the Lease Agreement. The District has assigned to the Corporation all right of the District, if any, to collect and receive Net Proceeds under any of said policies, which right has been assigned by the Corporation to the Trustee pursuant to the Assignment Agreement. The Net Proceeds of such rental interruption insurance will be paid to the Trustee and deposited in the Lease Payment Fund and will be credited towards the payment of the Lease Payments pursuant to the Trust Agreement.

The Lease Agreement provides that the District will also maintain, or cause to be maintained, throughout the term of the Lease Agreement, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus installed on any portion of the Property in an amount not less than $5,000,000 per accident, and worker's compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in State, or any act enacted as an amendment or supplement thereto. As an alternative, such insurance may be maintained as part of or in conjunction with any other insurance carried by the District.

The District will provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date or as soon thereafter as practicable, a CLTA title insurance policy covering, and in the amount of not less than the principal amount of the Certificates, insuring all of the fee title of the District in the Property, the leasehold estate of the Corporation in the Property and the leasehold estate of the District in the Property securing the Certificates, subject only to Permitted Encumbrances, with the Trustee as additional insured and loss payee. The Net Proceeds of such title insurance will be applied as provided in the Lease Agreement.

The District will maintain or cause to be maintained, during the entire term of the Lease Agreement, with insurers of recognized responsibility (or through the District's current program of self-insurance with respect to certain insurance required by the Lease Agreement) all coverage required under the Lease Agreement. The District may not change its program of self-insurance for any insurance required under the Lease Agreement. Certain policies of insurance required by the Lease Agreement will be obtained from an insurance provider licensed to do business in the State and rated "A" or better by A.M. Best & Company, and will provide that all proceeds thereunder will be payable to the District and the Trustee as insureds and applied as provided in the Lease Agreement. The District will pay or cause to be paid when due the premiums for all insurance policies required by the Lease Agreement.

For additional information regarding the District's risk management programs, See APPENDIX A - "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation" and APPENDIX C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS - THE LEASE AGREEMENT" attached hereto.

Action on Default

Upon the occurrence of an Event of Default under the Lease Agreement, the Trustee, as assignee of the Corporation, may, upon direction by the Insurer so long as the Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything contained in the Lease Agreement or in the Trust Agreement to the contrary, there will be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. The Trustee, as assignee of the

Corporation, may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate the Lease Agreement as provided in Lease Agreement; provided, that no such termination would be effected either by operation of law or acts of the parties to the Lease Agreement, except only in the manner expressly provided in the Lease Agreement. In the event of such Event of Default or Default and notwithstanding any re-entry by the Trustee, as assignee of the Corporation, the District would, as expressly provided in the Lease Agreement, continue to remain liable for the payment of the Lease Payments and/or damages for breach of the Lease Agreement and the performance of all conditions contained in the Lease Agreement and, in any event such Lease Payments and/or damages would be payable to the Corporation at the time and in the manner as provided in the Lease Agreement. See "RISK FACTORS."

The Trust Agreement provides that, so long as the Insurer is not in default under the Insurance Policy, the Insurer will direct all remedies upon an event of default under the Lease Agreement. For a description of the events of default and permitted remedies of the Trustee (as assignee of the Corporation) contained in the Lease Agreement and the Trust Agreement, see APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – THE LEASE AGREEMENT – Events of Default and Remedies" and " – THE TRUST AGREEMENT – Events of Default and Remedies of Certificate Owners."

No Additional Encumbrances

Under the Lease Agreement, the Corporation agrees not to pledge the Lease Payments or other amounts derived from the Property or its other rights under the Lease Agreement and will not mortgage or encumber the Property, except as provided under the terms of the Lease Agreement, the Site Lease, the Assignment Agreement and the Trust Agreement.

CERTIFICATE INSURANCE FOR INSURED CERTIFICATES

Bond Insurance Policy

Concurrently with the execution and delivery of the Certificates, BAM will issue its Insurance Policy for the Insured Certificates. The Insurance Policy guarantees the scheduled payment of principal of and interest evidenced by the Insured Certificates when due as set forth in the form of the Insurance Policy included as Appendix H.

The Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Build America Mutual Assurance Company

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: **www.buildamerica.com**.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at **www.standardandpoors.com**. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Insured Certificates, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Insured Certificates. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Insured Certificates on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Insurance Policy), and BAM does not guarantee the market price or liquidity of the Insured Certificates, nor does it guarantee that the rating on the Insured Certificates will not be revised or withdrawn.

Capitalization of BAM. BAM's total admitted assets, total liabilities, and total capital and surplus, as of June 30, 2020 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $488.7 million, $143.6 million and $345.1 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each Insurance Policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at **www.buildamerica.com**, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Insured Certificates or the advisability of investing in the Insured Certificates. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "CERTIFICATE INSURANCE FOR INSURED CERTIFICATES."

Additional Information Available from BAM.

<u>Credit Insights Videos</u>. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at **www.buildamerica.com/videos**. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

<u>Credit Profiles</u>. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information

and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at **www.buildamerica.com/credit-profiles**. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Insured Certificates, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Insured Certificates. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Insured Certificates, whether at the initial offering or otherwise.

THE PROPERTY

General

The Property consists of the Playa Vista Elementary School located at 13150 W. Bluff Creek Drive, Playa Vista, California 90094. The Playa Vista Elementary School is adjacent to Loyola Marymount University and John H. Henschel Field, a neighborhood sports park, and less than three miles from the beach. Construction at Playa Vista Elementary School was completed and occupancy began in 2012. The Playa Vista Elementary School sits on a 4.09 acre parcel and includes in total approximately 67,411 square feet of space in the existing portable and permanent structures at such site. The school site includes 28 classrooms (including one portable classroom building consisting of 2 classrooms), a library, multi-purpose building, food service and lunch pavilion, administrative space, playfields and a surface parking lot. The groundwater depth ranges from 7 to 12 feet across the Property. The Property has an active methane mitigation system for the naturally occurring methane in the area. The District may in the future undertake construction to convert the existing library to two additional kindergarten classrooms and construct a new building to house the library and two additional general purpose classrooms; however, such project is currently on hold. The amount of the annual Lease Payments does not exceed the annual fair rental value of the Property.

Substitution or Release

Pursuant to the Lease Agreement, and subject to the conditions set forth therein, the District may amend the Lease Agreement to substitute additional real property and facilities for the Property, or to remove real property and facilities from the definition of Property, upon compliance with all of the conditions set forth in the Lease Agreement. After a substitution or removal, the part of the Property for which the substitution or removal has been effected will be released from the leasehold thereunder. See APPENDIX C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS - THE LEASE AGREEMENT – Substitution" and " – Release."

THE REFUNDING PLAN

General. The proceeds of the Certificates, together with other available funds, will be used to (i) refund the Prior 2010 Certificates, (ii) prepay the outstanding base rental payments due under the 2013 Lease, and (iii) pay the costs incurred in connection with the execution and delivery of the Certificates. See "ESTIMATED SOURCES AND USES OF FUNDS."

2013 Lease. In order to refinance the acquisition and equipping of certain real property, the District previously caused to be executed and delivered the 2013 Lease, which the Corporation assigned to Capital One Public Funding, LLC (the "Assignee") pursuant to an Assignment Agreement, dated as of June 1, 2013, by and between the Corporation and the Assignee.

On the Delivery Date, a portion of the proceeds of the Certificates will be transferred to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank") to prepay the outstanding base rental payments due under the 2013 Lease. The proceeds so transferred to the Escrow Bank will be deposited with the Escrow Bank and used to purchase State and Local Government Securities that together with amounts held uninvested will enable the Escrow Bank to (a) prepay a portion of the outstanding base rental payments due under the 2013 Lease on the Delivery Date and (b) prepay the remaining portion of the outstanding base rental payments due under the 2013 Lease on January 6, 2021.

Prior 2010 Certificates. In order to finance certain capital projects of the District, the District previously caused to be executed and delivered the Prior 2010 Certificates pursuant to a Trust Agreement, dated as of December 1, 2010 (the "Prior Trust Agreement"), by and among the District, the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee.

On the Delivery Date, a portion of the proceeds of the Certificates will be transferred to Escrow Bank to refund the Prior 2010 Certificates. The proceeds so transferred to the Escrow Bank will be deposited with the Escrow Bank, together with other available amounts in the funds and accounts established under the Prior Trust Agreement, and will be used to purchase State and Local Government Securities that together with amounts held uninvested will to enable the Escrow Bank to (a) pay when due at maturity the principal and interest evidenced by the 2010 B-2 Certificates and (b) prepay the 2010 B-1 Certificates on December 1, 2020 (the "Prepayment Date") at prepayment price equal to 100% of the principal evidenced by the 2010 B-1 Certificates plus accrued but unpaid interest evidenced by the 2010 B-1 Certificates, to the Prepayment Date (the "Prepayment Price"). See "ESCROW VERIFICATION" herein.

Set forth below is a description of the Prior 2010 Certificates to be paid or prepaid with the proceeds of the Certificates:

Certificates of Participation, 2010 Series B-1
(Federally Taxable Direct Pay Build America Bonds)
(Capital Projects I)

Maturity Date (December 1)	Principal Amount	Interest Rate	Prepayment Date	Prepayment Price	CUSIP (544648)
2022†	$1,995,000	7.663%	December 1, 2020	100%	TH1
2025†	3,420,000	8.163	December 1, 2020	100	TJ7
2035†	7,000,000	8.000	December 1, 2020	100	TM0
2035†	7,700,000	8.250	December 1, 2020	100	TK4
2035†	1,500,000	8.525	December 1, 2020	100	TL2

† Term Certificate.

Certificates of Participation, 2010 Series B-2
(Tax-Exempt)
(Capital Projects I)

Maturity Date (December 1)	Principal Amount	Interest Rate	CUSIP (544648)
2020	$3,830,000	5.000%	TF5
2020	3,600,000	5.750	TG3

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Certificates and other available funds are shown below.

Estimated Sources of Funds	
Principal Amount of Certificates	$28,390,000.00
Plus Original Issue Premium	5,643,439.55
Release of funds relating to Prior 2010 Certificates	8,925,444.76
District Contribution	1,109,254.93
Total Sources	$44,068,139.24
Estimated Uses of Funds	
Escrow Fund to Refund the Prior 2010 Certificates	$30,119,527.69
Escrow Fund to Prepay the 2013 Lease	13,508,591.30
Underwriter's Discount	95,776.79
Delivery Costs(1)	344,243.46
Total Uses	$44,068,139.24

(1) Includes legal, municipal advisor and rating agency fees, Insurance Policy premium and fees, title insurance, printing and other fees and miscellaneous costs of delivery of the Certificates.

RISK FACTORS

The following factors, along with the other information in this Official Statement, should be considered by potential investors in evaluating the purchase of the Certificates. However, they do not purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Certificates. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

General Considerations and Other Obligations

The obligation of the District to make the Lease Payments does not constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments constitutes a debt of the District, the Corporation or the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Lease Agreement does not create a pledge, lien or encumbrance upon the funds of the District, the District is obligated under the Lease Agreement to pay Lease Payments from any source of legally available funds (subject to certain exceptions) and the District has covenanted in the Lease Agreement that, for as long as the Property is available for its use and possession, it will make the necessary annual appropriations within its budgets for all Lease Payments. The District is currently liable on other obligations payable from the District's General Fund.

The District is currently liable and may become liable on other obligations payable from general revenues, such as employee salaries and benefits and repayment of tax and revenue anticipation notes, some of which may have a priority over the Lease Payments and Additional Payments. For a discussion of certain other obligations of the District, including its substantial liability with respect to post-employment benefits, See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION" attached hereto. The District has the capacity to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments and Additional Payments may be decreased. In the event the District's revenue sources are less than its total obligations, the District could choose to fund other activities before making Lease Payments and Additional Payments and other payments due under the Lease Agreement.

The District may enter into other obligations payable from revenues in its General Fund. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments may be decreased. The Lease Payments and other payments due under the Lease Agreement (including payment of costs of repair and maintenance of the Property, taxes and other governmental charges levied against the Property) are payable from funds lawfully available to the District. In the event that the amounts which the District is obligated to pay in a fiscal year exceed the District's revenues for such year, the District may choose to make some payments rather than making other payments, including Lease Payments, based on the perceived needs of the District. The same result could occur if, because of California Constitutional limits on expenditures, the District is not permitted to appropriate and spend all of its available revenues. See APPENDIX A - "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS - Article XIIIB of the State Constitution" attached hereto.

Default; Remedies Upon Default; No Right of Acceleration

Upon the occurrence of an Event of Default under the Lease Agreement, the Trustee, as assignee of the Corporation, may exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything contained in the Lease Agreement or in the Trust Agreement to the contrary, there will be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. The Trustee, as assignee of the Corporation, may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate the Lease Agreement as provided in Lease Agreement; provided, that no such termination would be effected either by operation of law or acts of the parties to the Lease Agreement, except only in the manner expressly provided in the Lease Agreement. In the event of such Event of Default or Default and notwithstanding any re-entry by the Trustee, as assignee of the Corporation, the District would, as expressly provided in the Lease Agreement, continue to remain liable for the payment of the Lease Payments and/or damages for breach of the Lease Agreement and the performance of all conditions contained in the Lease Agreement and, in any event such Lease Payments and/or damages would be payable to the Corporation at the time and in the manner as provided in the Lease Agreement.

The Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against school districts in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

The enforcement of any remedies provided in the Lease Agreement and Trust Agreement could prove both expensive and time-consuming. Although the Lease Agreement provides that, if the District defaults the Trustee may repossess the Property and relet it, portions of the Property may not be easily recoverable, and even if recovered, could be of little value to others. Additionally, the Trustee may have limited ability to relet the Property to provide a source of rental payments sufficient to pay the principal evidenced by the Certificates. The Trustee is not empowered to sell the Property for the benefit of the Owners. In addition, due to the essential government functions of the Property, it is not certain whether a court would permit the exercise of the remedies of repossession and re-letting with respect thereto. Moreover, there can be no assurance that any reletting would not affect the exclusion of any interest component of the Lease Payments evidenced by the Certificates from federal income taxation.

No Liability of Corporation to the Owners

Except as expressly provided in the Trust Agreement, the Corporation shall not have any obligation or liability to the owners of the Certificates with respect to the payment when due of the Lease Payments by the District, or with respect to the performance by the District of other agreements and covenants required to be performed by them contained in the Lease Agreement or the Trust Agreement, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained in the Trust Agreement.

Bankruptcy

Generally. In addition to the limitations on remedies contained in the Lease Agreement and the Trust Agreement, the rights and remedies provided in the Lease Agreement and the Trust Agreement may be limited by and are subject to provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principles that may affect the enforcement of creditors' rights.

The obligations of the Insurer under the Insurance Policy are contractual obligations and in an event of default by the Insurer, the rights and remedies available may be limited by and subject to provisions of federal or state insolvency laws, as now or hereafter enacted, and to other laws or equitable principles that may affect the enforcement of creditors' rights. Should the Insurer encounter financial difficulties, there could be adverse effects on the Owners of the Certificates. The applicable regulators can order an insurance company to stop paying claims, or to pay claims only with the permission of the regulators, even before the insurance company becomes the subject of a formal insolvency proceeding. An insolvent financial guaranty insurer may be able to retain its rights to control remedies and direct the Trustee, and its rights to consent to amendments of the documents, even though it is insolvent or not paying claims as required by the financial guaranty policy. An insolvent financial guaranty insurer may also be able to require the District to reimburse the Insurer before paying amounts due on the Certificates, regardless of what the documents provide. There may be other possible effects of the financial distress of the Insurer that could result in delays or reductions in payments on the Certificates, or result in losses to the Owners of the Certificates. Regardless of any specific adverse determinations, the fact of the financial distress of the Insurer could have an adverse effect on the liquidity and value of the Certificates.

Bankruptcy of District. The District may be eligible to become a debtor in a Chapter 9 bankruptcy case. If the District were to go into bankruptcy, it may be able to reject the Site Lease or the Lease

Agreement or assume the Site Lease or the Lease Agreement, despite any provision of the Site Lease or the Lease Agreement that makes the bankruptcy or insolvency of the District an event of default thereunder.

If the District rejects the Lease Agreement, the District's obligation to pay Lease Payments and Additional Payments will terminate. The Trustee on behalf of the Owners of the Certificates will have a claim for damages in the bankruptcy case, but this claim for damages may be significantly limited. While the Corporation may be able to recover possession of the Property and re-let it, no assurance can be given that the new lease will provide for the same level of payments as the Lease Agreement or that the new lessee will be as desirable. The Owners of the Certificates could suffer substantial losses.

If the District rejects the Site Lease, the rights of the Trustee and the Owners of the Certificates to receive Lease Payments and Additional Payments may terminate, even if the District remains in possession of the Property. While the Trustee on behalf of the Owners of the Certificates may have a claim in the District's bankruptcy, this claim for damages may be significantly limited, and the Owners of the Certificates could suffer substantial losses.

If the District assumes the Lease Agreement, it may be able to assign it to a third party, notwithstanding the provisions of the transaction documents. The District would no longer be obligated to pay Lease Payments and Additional Payments. The third party assignee would be obligated to make such payments. While there must be adequate assurances of the future performance of the assignee, that determination is made by the bankruptcy court, not the Trustee or the Owners of the Certificates, and the determination may turn out to have been wrong. Any such assignee may be a less desirable sublessee and may expose the holders of the Certificates to additional or different risks, including risks of non-payment. There may be adverse tax consequences of such an assignment.

If the District is in bankruptcy, the parties (including the Trustee and the Owners of the Certificates) may be prohibited from taking any action to collect any amount from the District or to enforce any obligation of the District, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the Owners of the Certificates from funds in the Trustee's possession.

The District may be able to obtain authorization from the bankruptcy court to sell the Property to a third party, free and clear of the Site Lease, the Lease Agreement, and the rights of the Trustee and the Owners of the Certificates. Under such circumstances, the Owners of the Certificates may suffer substantial losses.

The District may be able, without the consent and over the objection of the Trustee and the Owners of the Certificates, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Lease Agreement, the Trust Agreement, the Certificates, and other transaction documents, as long as the bankruptcy court determines that the alterations are fair and equitable.

The District could threaten to take any of the actions described above as part of negotiations to alter its obligations under the Lease Agreement, the Site Lease, or other transaction documents.

Actions could be taken in a bankruptcy of the District that could adversely affect the exclusion of interest evidenced by the Certificates from gross income for federal income tax purposes. In addition, there may be other possible effects of the bankruptcy of the District that could result in delays or reductions in payments of the principal and interest evidenced by the Certificates, or in other losses to the Owners of the Certificates. There may be delays in payments on the Certificates while the court considers any of these issues.

Regardless of any specific adverse determinations in a bankruptcy case of the District, the fact of such a bankruptcy case could have an adverse effect on the liquidity and value of the Certificates.

Bankruptcy of Corporation. The Corporation is not a special-purpose bankruptcy-remote entity, and could become a debtor in a bankruptcy case. The District and the Corporation intend the assignment to the Trustee of all of Corporation's right, title, and interest to receive the Lease Payments and Additional Payments to be an absolute sale and not the grant of a security interest in such property to secure a borrowing of the Corporation. Nonetheless, if the Corporation were to become a debtor in a bankruptcy case, and a party in interest (including the Corporation itself) was to take the position that the transfer of the Lease Payments and Additional Payments to the Trustee should be recharacterized as the grant of a security interest in such property, then delays in payments on the Certificates could result. If a court were to adopt such position, then delays or reductions in payments evidenced by the Certificates, or other losses to the Owners of the Certificates, could result.

Because the Corporation is not assigning all its rights under the Site Lease and the Lease Agreement, it may be able to reject the Site Lease and the Lease Agreement despite any provision of the Site Lease or the Lease Agreement which makes the bankruptcy or insolvency of the Corporation an event of default thereunder. If the Corporation rejects the Site Lease, the rights of the Trustee and the Owners of the Certificates to receive Lease Payments and Additional Payments may terminate, even if the District remains in possession of the Property. Under such circumstances, the Owners of the Certificates could suffer substantial losses, and any claim for damages may be significantly limited.

If the Corporation rejects the Lease Agreement, the District will have the option to either treat the Lease Agreement as terminated or to remain in possession. If the District treats the Lease Agreement as terminated, the District's obligation to pay Lease Payments and Additional Payments will terminate, but the Corporation or the District may still be able to use the Property. Under such circumstances, the holders of the Certificates could suffer substantial losses.

If the Corporation is in bankruptcy, the parties (including the Trustee and the Owners of the Certificates) may be prohibited from taking any action to collect any amount from the Corporation or to enforce any obligation of the Corporation, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the Owners of the Certificates from funds in the Trustee's possession. In addition, the provisions of the transaction documents that require the District to make payments directly to the Trustee, rather than to the Corporation, may no longer be enforceable, and all payments may be required to be made to the Corporation.

The Corporation may be able to obtain authorization from the bankruptcy court to sell or assign its leasehold estate in the Property to a third party, free and clear of the Lease Agreement and the rights of the Trustee and the Owners of the Certificates. Under such circumstances, the Owners of the Certificates may suffer substantial losses.

The Corporation may be able, without the consent and over the objection of the Trustee and the Owners of the Certificates, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Trust Agreement, the Certificates, and the other transaction documents as long as the bankruptcy court determines that the alterations are fair and equitable.

The Corporation could threaten to take any of the actions described above as part of negotiations to alter its obligations under the Site Lease, the Lease Agreement, the Trust Agreement, or other transaction documents.

Actions could be taken in a bankruptcy case of the Corporation which could adversely affect the exclusion of interest evidenced by the Certificates from gross income for federal income tax purposes. In addition, there may be other possible effects of the bankruptcy of the Corporation that could result in delays or reductions in payments of the principal and interest evidenced by the Certificates, or in other losses to the Owners of the Certificates. There may be delays in payments on the Certificates while the court considers any of these issues.

Regardless of any specific adverse determinations in a bankruptcy case of the Corporation, the fact of such a bankruptcy case could have an adverse effect on the liquidity and value of the Certificates.

Limitation on Remedies. The opinion of Special Counsel, the proposed form of which are attached hereto as APPENDIX D, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. As discussed above, bankruptcy proceedings, if initiated, could subject the owners of the Certificates 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. See " – Bankruptcy" above.

Loss of Tax Exemption

As discussed under the heading "TAX MATTERS," certain acts or omissions of the District in violation of its covenants in the Trust Agreement and the Lease Agreement, as well as certain other matters, could result in the interest evidenced by the Certificates being includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Certificates. Should such an event of taxability occur, the Certificates would not be subject to a special prepayment and would remain Outstanding until maturity or until prepaid under the provisions contained in the Trust Agreement.

Abatement

The Lease Agreement provides that fair rental value of the Property equals or exceeds the unpaid principal and interest components of the Lease Payments at all times; therefore, such payments due under the Lease Agreement will not be subject to abatement, except as provided in the paragraph below.

Lease Payments evidenced by the Certificates will be abated during any period in which, by reason of damage, destruction, any defect in title or other event (other than by eminent domain which is hereinbefore provided for), there is substantial interference with the use and occupancy by the District of the Property or any portion thereof (other than any portions of the Property described in the provisions of the Lease Agreement relating to the District's right to, at its own expense, remove portions of the Property or to make additions or modifications to the Property), and the District has waived the benefits of subsection 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code and any and all other rights to terminate the Lease Agreement by virtue of any such interference, and the Lease Agreement will continue in full force and effect. The extent of such abatement will be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Property not damaged, destroyed or otherwise unavailable for use and occupancy by the District. Such abatement will continue for the period commencing with such damage, defect in title, destruction or other event and, with respect to damage or destruction of property, ending with the substantial completion of the work of repair or reconstruction or of completion of the Property or of the regained availability of use and occupancy. In the event of any such damage, destruction or non-availability, the Lease Agreement will continue in full force and effect and the District has waived any right to terminate the Lease Agreement by virtue of any such damage, destruction or unavailability.

Notwithstanding the foregoing, there will be no abatement of Lease Payments under the Lease Agreement by reason of damage, destruction or unavailability of all or a portion of the Property to the extent that: (i) the fair rental value of the portions of the Property not damaged, destroyed, incomplete or otherwise unavailable for use and occupancy by the District (giving due consideration to certain factors identified in the Lease Agreement), based upon a qualified employee of the District or an independent certified real estate appraiser selected by the District with expertise in valuing such properties or other appropriate method of valuation, is equal to or greater than the unpaid Lease Payments; or (ii) the proceeds of rental interruption insurance or amounts in the Net Proceeds Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under the applicable provisions of the Lease Agreement, it being declared under the Lease Agreement that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

The District will procure and maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement with respect to the Property in an amount equal to the greatest twenty-four (24) months of Lease Payments for such Property, with the Trustee named as additional insured and loss payee. Such insurance may be carried in conjunction with, and may be subject to the same provisions as, the fire, extended coverage, boiler and machinery and workers' compensation insurance required under the Lease Agreement. The Net Proceeds of such insurance will be paid to the Trustee and deposited in the Lease Payment Fund and will be credited towards the payment of the Lease Payments pursuant to the Trust Agreement.

Notwithstanding the foregoing, the resulting funds in the Lease Payment Fund may not be sufficient to pay the remaining principal and interest evidenced by the Certificates in the event of an abatement. Any abatement of Lease Payments will not be considered an Event of Default under the Lease Agreement.

Substitution or Release of Property

Pursuant to the Lease Agreement, and subject to the conditions set forth therein, the District may amend the Lease Agreement to substitute additional real property and facilities for the Property, or to remove real property and facilities from the definition of Property, upon compliance with all of the conditions set forth in the Lease Agreement. One such condition under the Lease Agreement is that a qualified employee of the District or an independent certified real estate appraiser selected by the District certify that said substitution or addition has an annual fair rental value equal to or greater than the maximum Lease Payments due in any Rental Period, and that the Property after said substitution or addition has a useful life equal to or greater than the maximum remaining term of the Lease Agreement. After a substitution or removal, the part of the Property for which the substitution or removal has been effected will be released from the leasehold thereunder. Thus, a portion of the property comprising the Property could be replaced with less valuable property, or could be released altogether. Such a replacement or release could have an adverse impact on the security for the Certificates, particularly if an event requiring abatement of Lease Payments were to occur subsequent to such substitution or release. See APPENDIX C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – THE LEASE AGREEMENT – Substitution" and " – Release."

Natural Disasters, Drought, Climate Change and Sea Level Rise

Earthquakes. The District, like most regions in the State, and the Property are located in an area of seismic activity from movements along active fault zones and, therefore, could be subject to potentially destructive earthquakes. Additionally, numerous minor faults transect the area. Active earthquake faults include the San Andreas Fault that runs throughout the County and other smaller faults including the Lower Elysian Park thrust, the Upper Elysian Park fault and Puente Hills blind thrust system. Seismic hazards encompass both potential surface rupture and ground shaking. Although the Property has been designed and constructed pursuant to earthquake-resistant standards in accordance with the Field Act (Section 17280 *et seq*. of the Education Code), damage from an earthquake could be substantial. The occurrence of severe seismic activity in the area of the Property could result in substantial damage and interference with the District's right to use and occupy all or a portion of the Property, which could result in the Lease Payments being subject to abatement. See "–Abatement" above. The District is not required by the Lease Agreement or otherwise to obtain or maintain earthquake insurance for the Property. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Insurance."

Wildfires. In recent years, portions of California, including the County and adjacent counties, have experienced wildfires that have burned thousands of acres and destroyed thousands of homes and structures. The occurrence of wildfires in the area of the District could result in substantial damage and interference with the District's right to use and occupy all or a portion of the Property, which could result in the Lease Payments being subject to abatement. See "–Abatement" above. The Lease Agreement requires the District to cause to be maintained casualty insurance insuring the Property against fire and other risks (excluding earthquake). See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Insurance."

Events of Force Majeure. Operation of the Property may also be at risk from other events of force majeure, such as damaging storms, floods, fires and explosions, strikes, sabotage, riots and spills of hazardous substances, among other events. None of the facilities comprising the Property are located within a 100-year flood plain. The District cannot predict what force majeure events may occur in the future. For additional information regarding the District's risk management programs and required insurance coverages under the Lease Agreement, See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation" and APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – THE LEASE AGREEMENT."

Drought. California has recently experienced extended drought conditions, although rainfall in recent years has somewhat abated the drought conditions throughout the State. In January 2014, the Governor declared a state-wide Drought State of Emergency due to the State facing serious water shortfalls due to the driest year in recorded history in the State and the resultant record low levels measured in State rivers and reservoirs. The California State Water Resources Control Board (the "State Water Board") subsequently issued a Statewide notice of water shortages and potential future curtailment of water right diversions. In April 2017, the Governor of the State lifted the drought emergency declaration, while retaining a prohibition on wasteful practices and advancing conservation measures. It is not possible for the District to make any representation regarding the extent to which drought conditions could impact the Property or cause reduced economic activity within the boundaries of the District.

Climate Change and Sea Level Rise. The direct risks posed by climate change currently include or are expected to include more extreme heat events, rising sea levels, changes in precipitation levels, and more intense storms. In order to address these risks, California law (the Global Warming Solutions Act) requires the State to significantly reduce its emissions of greenhouse gases (GHGs), which contribute to climate change.

Sources of GHG emissions in the District include cars and trucks, electricity and natural gas use in buildings, decomposition of solid waste, landscaping and construction equipment, and water and wastewater distribution, treatment, and use. On-road vehicle use represents the largest source of GHGs, followed by energy use in residential and nonresidential buildings. Going forward, the GHG emissions within the District will continue to change due to new policies, technological improvements, and population growth and new development.

Current science indicates that sea level rise is directly linked to climate change, and sea level is expected to increase over time. Sea level rise threatens even inland areas by exacerbating flooding from very high tides, and by contributing to flooding from extreme rainfall events. The District cannot predict the timing, extent, or severity of climate change, GHG emissions or sea level rise, and the impact on the District and the Property, and on the State and local economies.

Absence of Earthquake and Flood Insurance

The District is not required under the Lease Agreement to maintain earthquake insurance on the Property. Under the Lease Agreement, flood insurance is only required on the Property if reasonably necessary. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Insurance." The District does not currently insure against the risks of earthquake or flood with respect to the Property and does not anticipate obtaining such insurance in the future. See "– Natural Disasters" above.

Hazardous Substances

The existence or discovery of hazardous materials may limit the beneficial use of the Property. In general, the owners and lessees of the Property may be required by law to remedy conditions of such parcel relating to release or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also similarly stringent. Under many of these laws, the owner or lessee is obligated to remedy a hazardous substance condition of the property whether or not the owner or lessee had anything to do with creating or handling the hazardous substance.

Further it is possible that the beneficial use of the Property may be limited in the future resulting from the current existence on the Property of a substance currently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the current existence on the Property of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method in which it is handled. All of these possibilities could significantly limit the beneficial use of the Property.

The District is unaware of the existence of hazardous substances on the Property sites which would materially interfere with the beneficial use thereof. The Property has an active methane mitigation system for the naturally occurring methane in the area. The public education activities of the District may, from time to time, result in the use of limited amounts of hazardous substances on the facilities owned and operated by the District, including, but not limited to, the Property. Accordingly, it is possible that spills, discharges or other adverse environmental consequences of such use in the future could cause an adverse effect on the fair rental value of the Property and lead, in an extreme case, to abatement, in whole or in part, of Lease Payments. See "– Abatement" above.

Economic Conditions in California; State Funding of Education

State income tax and other receipts can fluctuate significantly from year to year, depending on economic conditions in the State and the nation. Because much of the District's revenues derive from State funding under the local control funding formula (the "LCFF"), the District's revenues can vary significantly from year to year, even in the absence of significant education policy changes. Decreases in the State's general fund revenues may significantly affect appropriations made by the State to school districts, including the District. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND

REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act."

While the California Constitution contains certain minimum funding requirements for public education pursuant to Proposition 98, State funding can be affected by a number of factors, including poor performance of the California economy and State budget shortfalls. At times since the implementation of Proposition 98, the State has sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by deferring apportionments of Proposition 98 funds from one fiscal year to the next, as the State is doing in fiscal years 2019-20 and 2020-21 (see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act" for further information); by suspending Proposition 98, as the State did in fiscal year 2004-05, fiscal year 2010-11, fiscal year 2011-12 and fiscal year 2012-13; and by proposing to amend the State Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The State and national economy is currently in a recession resulting from the COVID-19 pandemic. There have and may continue to be adverse effects on the budgets of school districts caused by the general economic downturns in State and the State's own budget difficulties. See " – Infectious Disease Outbreak" below. Continued adverse economic conditions and reduced revenues at the State level could have future, unpredictable, negative effects upon the amount of and the manner in which the District receives money from the State. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION."

Infectious Disease Outbreak

In general, the outbreak of a highly contagious disease or epidemic disease could harm the District's financial results or result in a temporary shutdown of the District's facilities. School districts in California are funded based on the LCFF, which allocates a base grant per unit of average daily attendance with additional supplemental grants based on certain factors. Thus, a temporary shutdown of a school or an entire school district would reduce the average daily attendance and could impact the funding a school district receives unless the State legislature or California Department of Education takes action to exclude such days from the calculations for funding purposes. Further, any impact on the State's tax and other revenue receipts as a result of a highly contagious or epidemic disease may in turn impact other educational funding that the District receives from the State. See " – Economic Conditions in California; State Funding of Education" above. In addition, the District may incur increased operational costs to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease.

The outbreak of COVID-19 and the resulting pandemic has significantly impacted school districts throughout California, including the District. For more information regarding the impact of the COVID-19 pandemic on the District's operations and finances, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*."

Cybersecurity

The District collects, processes, and distributes an enormous amount of private, protected and personal information on students, staff, parents, visitors, and contractors. As the custodian of such information, the District is constantly facing a variety of persistent and evolving cybersecurity threats. For more information regarding recent cyberattacks on the District and actions the District has taken to protect its systems and minimize future cyberattacks, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – District Financial Policies and Related Practices – *Cybersecurity Practices*."

THE DISTRICT

A description of the District, including information concerning its finances and organization, its major revenue sources, funds, liabilities and indebtedness, and certain factors affecting its finances and operations, is set forth in Appendix A.

The District's Audited Annual Financial Report for fiscal year ended June 30, 2019, including its general purpose financial statements for the fiscal year ended June 30, 2019, is attached hereto as Appendix B. The basic financial statements of the District for the fiscal year 2018-19 have been audited by Simpson & Simpson, independent certified public accountants, as stated in their report appearing in Appendix B. The District has not requested nor has the District obtained the consent of Simpson & Simpson to the inclusion of its report in Appendix B. Simpson & Simpson has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Simpson & Simpson has not been requested to perform and has not performed any procedures relating to the Official Statement.

THE CORPORATION

The Corporation was organized on July 18, 2000 as a California nonprofit benefit corporation. The Corporation was formed at the request of the District for the specific and primary purpose of providing finance assistance to the District by financing the acquisition, construction, remodeling, rehabilitation, equipping, improvement, financing and refinancing of various public facilities, land and equipment of the District and by leasing certain facilities, land and equipment for the use, benefit and enjoyment of the public served by the District, as well as any other purpose incidental thereto.

The Directors of the Corporation receive no compensation. The Corporation has no financial liability to the Owners of the Certificates with respect to the payment of Lease Payments by the District or with respect to the performance by the District of the other agreements and covenants it is required to perform under the legal documents relating to the Certificates.

The members of the Board of Directors of the Corporation are members of the Board of Education of the District. As of the date of this Official Statement, the officers of the Corporation include:

Dr. Richard Vladovic, President
Ms. Jackie Goldberg, Vice President
Mr. David D. Hart, Treasurer
Ms. Joy Mayor, Secretary

ABSENCE OF MATERIAL LITIGATION

There is no litigation pending against the District or the Corporation or, to the knowledge of its respective executive officers, threatened, (i) which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, the Lease Agreement, the Site Lease, the Trust Agreement, the Assignment Agreement or the Continuing Disclosure Certificate, (ii) contesting the validity of the Lease Agreement, the Site Lease, the Trust Agreement, the Assignment Agreement or the Continuing Disclosure Certificate, the powers of the District or the Corporation to enter into or perform its obligations under the

Lease Agreement, the Site Lease, the Trust Agreement or the Continuing Disclosure Certificate, or the existence or powers of the District, or (iii) which, if determined adversely to the District or the Corporation, would materially impair the District's ability to meet its obligations under the Lease Agreement or materially and adversely affect the District's financial condition. There are a number of lawsuits and claims pending against the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the finances of the District. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation."

TAX MATTERS

Opinion of Special Counsel. In the opinion of Hawkins Delafield & Wood LLP, Special Counsel to the District ("Special Counsel"), under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest evidenced by the Certificates 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 evidenced by the Certificates is not treated as a preference item in calculating the alternative minimum tax under the Code. In rendering its opinion, Special Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the District in connection with the Certificates, and Special Counsel has assumed compliance by the District with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest evidenced by the Certificates from gross income under Section 103 of the Code.

In addition, in the opinion of Special Counsel, under existing statutes, interest evidenced by the Certificates is exempt from personal income taxes imposed by the State of California.

Special Counsel expresses no opinion as to any other Federal, state or local tax consequences arising with respect to the Certificates, or the ownership or disposition thereof, except as stated above. Special 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. Special 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, Special 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 evidenced by the Certificates.

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 Certificates in order that interest evidenced by the Certificates 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 Certificates, 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 evidenced by the Certificates 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 District has covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest evidenced by the Certificates 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 Certificates. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Certificate. 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 Certificates.

Prospective owners of the Certificates 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 evidenced by which is excluded from gross income for Federal income tax purposes. Interest evidenced by the Certificates 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.

Original Issue Discount. "Original issue discount" ("OID") is the excess of the sum of all amounts payable at the stated maturity of a Certificate (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the "issue price" of a maturity (a certificate with the same maturity date, interest rate, and credit terms) means the first price at which at least 10 percent of such maturity was sold to the public, i.e., a purchaser who is not, directly or indirectly, a signatory to a written contract to participate in the initial sale of the Certificates. In general, the issue price for each maturity of Certificates is expected to be the initial public offering price set forth on the cover page of the Official Statement. Special Counsel further is of the opinion that, for any Certificates having OID (a "Discount Certificate"), OID that has accrued and is properly allocable to the owners of the Discount Certificates under Section 1288 of the Code is excludable from gross income for federal income tax purposes to the same extent as other interest evidenced by the Certificates.

In general, under Section 1288 of the Code, OID on a Discount Certificate accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Certificate. An owner's adjusted basis in a Discount Certificate is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Certificate. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Certificate even though there will not be a corresponding cash payment.

Owners of Discount Certificates should consult their own tax advisors with respect to the treatment of original issue discount for federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Certificates.

Certificate Premium. In general, if an owner acquires a Certificate 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 Certificate 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 Certificate (a "Premium Certificate"). In general, under Section 171 of the Code, an owner of a Premium Certificate must amortize the Certificate premium over the remaining term of the Premium Certificate, based on the owner's yield over the remaining term of the Premium Certificate determined based on constant yield principles (in certain cases involving a Premium Certificate 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 Certificate). An owner of a Premium Certificate must amortize the Certificate premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner's regular method of accounting against the Certificate premium allocable to that period. In the case of a tax-exempt Premium Certificate, if the Certificate 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 Certificate may realize a taxable gain upon disposition of the Premium Certificate 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 Certificates 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 Certificates.

Information Reporting and Backup Withholding. Information reporting requirements apply to interest paid on tax-exempt obligations, including the Certificates. 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 Certificate 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 evidenced by the Certificates 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 evidenced by the Certificates under Federal or state law or otherwise prevent beneficial owners of the Certificates 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 Certificates.

Prospective purchasers of the Certificates should consult their own tax advisors regarding the foregoing matters.

The proposed form of the opinion of Hawkins Delafield & Wood LLP relating to the Certificates is set forth in APPENDIX D — "FORM OF SPECIAL COUNSEL OPINION" hereto.

RATINGS

Moody's Investors Service Inc. ("Moody's") has assigned an underlying and uninsured rating of "A2". The rating agency may have obtained and considered information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them (which may include information and material from the District which is not included in this Official Statement). The rating is not a recommendation to buy, sell or hold the Certificates. The rating reflects only the view of the rating agency and an explanation of the significance of its rating may be obtained from it. There is no assurance that a rating of a rating agency will be maintained for any given period of time or that such rating may not be revised downward or withdrawn entirely by the rating agency, if in its own judgment, circumstances warrant. Any such downward change in or withdrawal may have an adverse effect on the market price of the Certificates. Neither the Underwriter nor the District has undertaken any responsibility after the execution and delivery of the Certificates to assure the maintenance of the rating or to oppose any such revision or withdrawal.

In addition, S&P is expected to assign its insured rating of "AA" to the Insured Certificates with the understanding that upon delivery of the Insured Certificates, the Insurance Policy will be delivered by the Insurer. See also "CERTIFICATE INSURANCE FOR INSURED CERTIFICATES" herein. Such rating is expected to be assigned solely as a result of the issuance of the Insurance Policy and would reflect only S&P's view of the claims-paying ability and financial strength of the Insurer. Neither the Underwriter nor the District has made any independent investigation of the claims-paying ability of the Insurer and no representation is made that the insured rating of the Insured Certificates based upon the purchase of the Insurance Policy will remain the same. The existence of the Insurance Policy will not, of itself, negatively affect the underlying ratings. However, any downward revision or withdrawal of any rating of the Insurer may have an adverse effect on the market price or marketability of the Insured Certificates.

ESCROW VERIFICATION

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter relating to the computation of projected receipts of principal and interest on the State and Local Government Securities, and the projected payments of principal, redemption premium, if any, and interest to refund or prepay the Prior 2010 Certificates will be verified by Robert Thomas CPA, LLC (the "Verification Agent"). Such computations will be based solely on assumptions and information supplied by the District and the Underwriter. The Verification Agent will restrict its procedures to verifying the arithmetical accuracy of certain computations and will not make any study to evaluate the assumptions and information on which the computations are based, and will express no opinion on the data used, the reasonableness of the assumptions or the achievability of the projected outcome.

CERTAIN LEGAL MATTERS

Hawkins Delafield & Wood LLP, Special Counsel to the District, will render its opinion with respect to the legality of the Lease Agreement and the Trust Agreement. The form of the legal opinion proposed to be delivered by Special Counsel is included as Appendix D to this Official Statement. Special Counsel, as such, undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the District, for the Underwriter by Nixon Peabody LLP, and for the District and Corporation by General Counsel to the District.

Each of Special Counsel, Disclosure Counsel and Underwriter's Counsel will receive compensation contingent upon the execution and delivery of the Certificates. From time to time, Special Counsel and Disclosure Counsel each may represent the Underwriter in matters unrelated to the District or the Certificates.

MUNICIPAL ADVISOR

Public Resources Advisory Group (the "Municipal Advisor"), has been engaged by the District to perform financial services in connection with the delivery of the Certificates and certain other financial matters. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The Municipal Advisor is not contractually obligated to undertake, and 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.

UNDERWRITING

The Certificates are to be purchased by UBS Financial Services Inc. (the "Underwriter"). The Underwriter has agreed, subject to certain terms and conditions set forth in the Certificate Purchase Agreement, dated October 15, 2020, by and between the Underwriter and the District, to purchase the Certificates at a purchase price of $33,937,662.76 (which represents the aggregate principal amount of the Certificates, plus $5,643,439.55 of original issue premium, and less $95,776.79 of Underwriter's discount). The Underwriter will purchase all the Certificates if any are purchased. The Certificates may be offered and sold to certain dealers (including dealers depositing said Certificates into investment trusts) and others at prices lower than the initial public offering price, and the public offering price may be changed from time to time by the Underwriter.

UBS Financial Services Inc. ("UBS FSI") has entered into a distribution and service agreement with its affiliate UBS Securities LLC ("UBS Securities") for the distribution of certain municipal securities offerings. Pursuant to such agreement, UBS FSI will share a portion of its underwriting compensation with UBS Securities. UBS FSI and UBS Securities are each subsidiaries of UBS Group AG.

MISCELLANEOUS

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Certificates.

The District has duly authorized the execution and delivery of this Official Statement.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: /s/ David D. Hart
Chief Financial Officer

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APPENDIX A

DISTRICT FINANCIAL INFORMATION AND
REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION

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This Appendix A provides information concerning the operations and finances of the Los Angeles Unified School District (the "District") and certain demographic information in the area covered by the District. Investors must read the entire Official Statement, including this Appendix A, to obtain information essential to making an informed investment decision. The Los Angeles Unified School District Refunding Certificates of Participation, 2020 Series A (the "Certificates") evidence proportionate undivided interests in certain lease payments (the "Lease Payments") to be made by the District pursuant to the Lease Agreement, dated as of October 1, 2020, by and between the District and the LAUSD Financing Corporation. The Lease Payments will be payable from any source of available funds of the District. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" in the forepart of this Official Statement. See also "GLOSSARY OF CERTAIN TERMS AND ABBREVIATIONS" herein for a description of certain terms and abbreviations used in this Appendix A.

DISTRICT GENERAL INFORMATION

District Boundaries

The District, encompassing approximately 710 square miles, is located in the western section of the County of Los Angeles (the "County"). The District's boundaries include virtually all of the City of Los Angeles (the "City"), all of the Cities of Cudahy, Gardena, Huntington Park, Lomita, Maywood, San Fernando, Vernon and West Hollywood, and portions of the Cities of Bell, Bell Gardens, Beverly Hills, Calabasas, Carson, Commerce, Culver City, Downey, Hawthorne, Inglewood, Long Beach, Lynwood, Montebello, Monterey Park, Rancho Palos Verdes, Rolling Hills Estates, Santa Clarita, Santa Monica, South Gate, and Torrance. In addition, the District provides services to several unincorporated areas of the County which include residential and industrial areas. The boundaries for the District are approximately 80% coterminous with the City, with the remaining 20% included in smaller neighboring cities and unincorporated County areas. The District was formed in 1854 as the Common Schools for the City and became a unified school district in 1960.

District Governance; Senior Management

The District is governed by a seven-member Board of Education (the "District Board") elected by voters within the District. The members of the District Board along their district and term are set forth below. The current members of the District Board are serving five-year terms. Beginning with the November 2020 election, newly elected or reelected members of the District Board will serve four-year terms.

District	Member	Term Ending
7	Dr. Richard A. Vladovic, President	December 13, 2020
5	Jackie Goldberg, Vice President*	December 13, 2020
1	Dr. George J. McKenna III*	December 13, 2020
2	Mónica García	December 11, 2022
3	Scott Schmerelson	December 13, 2020
4	Nick Melvoin	December 11, 2022
6	Kelly Gonez	December 11, 2022

* Reelected at the primary election for another four-year term to commence in December 2020.

The chief executive officer of the District, appointed by the District Board to manage the day-to-day operations of the District, is the Superintendent of Schools (the "Superintendent"). Austin Beutner was appointed the Superintendent in May 2018. In addition to the Superintendent of the District, the District has organized its schools into six geographically-based regions (collectively, the "Local Districts"). Each Local District has a separate superintendent to oversee the schools in the related area of the District. The current Local District Superintendents are Dr. Frances Baez (serving an interim appointment for Central), José P. Huerta (East), Andres Chait (Northeast), Joseph Nacorda (Northwest), Michael Romero (South) and Dr. Adaina Brown (West). Brief biographical information for Superintendent Beutner and other senior management of the District is set forth below.

Austin Beutner, Superintendent. Austin Beutner was named Superintendent of the District in May 2018. Mr. Beutner is a civic leader, philanthropist, public servant and business executive who has worked for the last decade to make Los Angeles a stronger community. He has served as First Deputy Mayor of the City of Los Angeles, Publisher of the *Los Angeles Times*, Co-Chair of the LA 2020 Commission and the L.A. Unified Advisory Task Force, and founded Vision To Learn.

Mr. Beutner graduated from Dartmouth College with a Bachelor of Arts degree in Economics and spent his business career working in the financial services industry. He was the youngest-ever partner at The Blackstone Group and went on to found Evercore Partners, helping build the firm into one of the leading independent investment banks in the world.

Mr. Beutner worked for the U.S. government in President Clinton's Administration. Following the collapse of the Soviet Union, he led a team in Russia that helped the country transition to a market economy. He has taught courses on ethics, leadership and effective government at Harvard Business School, the University of Southern California Price School of Public Policy, the UCLA Anderson School of Management, and California State University Northridge. He currently serves on the board of the National Park Foundation, is a fellow of the American Academy of Arts and Sciences, and is also a member of the Council on Foreign Relations.

Devora Navera Reed, Interim General Counsel. Devora Navera Reed serves as the Interim General Counsel for the District, effective October 1, 2020. Prior to this appointment, Ms. Navera Reed held the position of Chief Education and Legal Services Counsel for the District and served in that capacity since June 2016. Ms. Navera Reed oversaw legal issues and litigation in areas dealing with special education, school law and operations, charter schools, equity and access, and constitutional issues, to name a few. In addition to her legal responsibilities, she is also a co-lead for the We Are One L.A. Unified campaign working on issues related to ensuring access and equity to all students regardless of immigration status, and Census 2020 outreach efforts. As Interim General Counsel for the District, Ms. Navera Reed is responsible for administering and overseeing the legal activities of the District's legal staff and outside legal firms. In addition, she advises the District Board, Superintendent, and senior leadership members related to matters of major importance to the District. Prior to joining the District in 2006, Ms. Navera Reed served as an attorney for the Children's Law Center of Los Angeles for nearly a decade, where she represented and advocated for children in dependency court and the foster care system. Ms. Navera Reed earned a Bachelor of Arts from the University of Southern California in 1992 and a Juris Doctorate degree from the University of San Francisco School of Law in 1996.

Megan Reilly, Deputy Superintendent, Business Services & Operations. Ms. Reilly began serving as the Deputy Superintendent in July 2019. Ms. Reilly was previously Chief Business Officer for the Santa Clara County Office of Education for two years and prior to that was the Chief Financial Officer at the District from 2007 to 2017. Before coming to the K-12 world, Ms. Reilly served in the Federal Government for seventeen years in higher education and research. She worked at the Naval Postgraduate School, first as the Deputy Controller, and then as Executive Director of Business Services and Controller. Ms. Reilly also served as the Controller of the Fleet Numerical Meteorology & Oceanography Center. She was an excepted scholar intern in the Department of the Navy Centralized Financial

Management Trainee Program. She spent a year as an assistant English teacher in Japan in the Japanese Exchange for Teachers program. Ms. Reilly graduated from Loyola University with a Bachelor of Arts degree, Marion Knott Scholar, cum laude, from the Naval Postgraduate School with a Master of Science, Financial Management, and from Monterey College of Law with a Juris Doctorate and is a member of the State Bar of California.

David D. Hart, Chief Financial Officer. Mr. Hart began serving as the District's Chief Financial Officer in January 2020. Before coming to the District, Mr. Hart served as the Chief Financial Officer of the Cherry Creek School District for approximately three years – the last 18 months of which he also served as Cherry Creek's Chief Operating Officer. Before joining Cherry Creek, Mr. Hart was a Director at The PFM Group for nearly two years and a Senior Vice President in Public Finance at D.A. Davidson & Co. for approximately a year. Prior to that time, Mr. Hart served as the Chief Financial Officer for Denver Public Schools for four years and as Chief Financial Officer of the Douglas County School District for three years. He has also served as Manager of Revenue for the City and County of Denver, as Treasurer for the City and County of Denver and as Budget Director for the Douglas County School District. Mr. Hart attended the University of Colorado at Denver, where he received his Master of Public Administration: Policy Analysis and Evaluation.

V. Luis Buendia, Deputy Chief Financial Officer. As of April 8, 2020, Mr. Buendia was appointed the Deputy Chief Financial Officer of the District. Prior to such appointment, Mr. Buendia served briefly as the Interim Deputy Chief Financial Officer and as the District's Controller since February 2012. He has been employed by the District since 1989 in various capacities in both School Fiscal Services and Finance. Mr. Buendia served as Assistant Budget Director of Budget Services and Financial Planning from 2002 through 2008 and as Deputy Controller from 2008 through February 2012. Mr. Buendia graduated from De La Salle University, with a Bachelor of Science degree in Accounting, and received a Master of Business Administration degree from the Graziadio School of Business and Management at Pepperdine University. Mr. Buendia is a member of the Government Finance Officers Association.

Joy Mayor, Interim Controller. As of April 8, 2020, Ms. Mayor was appointed the Interim Controller of the District. Prior to such appointment, Ms. Mayor served as a Deputy Controller of the District since June 2016. She joined the District in January 2012 as Director of Accounting and served in that capacity until May 2016. Prior to joining the District, Ms. Mayor was a Senior Audit Manager at KPMG LLP. Ms. Mayor graduated from Bicol University with a Bachelor of Science degree in Accountancy and is a licensed Certified Public Accountant. She is a member of the Government Finance Officers Association.

Timothy S. Rosnick, Deputy Controller. Mr. Rosnick joined the District in October 2006 and served as the District's Director of Accounting Controls from October 2006 through June 2007 and the Director of Treasury and Accounting Controls from July 2007 through June 2008. Mr. Rosnick served as the District's Controller beginning in June 2008 and became Deputy Controller in June 2011. Prior to joining the District, Mr. Rosnick served as an Administrator at the Orange County Department of Education and as a Financial Officer with LACOE. Mr. Rosnick graduated from the University of Washington with a Bachelor of Arts degree with Distinction in Economics and received a Master of Business Administration degree from the University of Texas at Austin. Mr. Rosnick is a member of the Government Finance Officers Association and the CFA Institute.

School Facilities

The District is the second largest public school district in the United States and is the largest public school district in the State. As of June 30, 2019, the District operated 1,089 schools and centers, which consisted of 445 elementary schools, 81 middle/junior high schools, 94 senior high schools, 54 options schools, 203 magnet centers, 54 magnet schools, 24 multi-level schools, 14 special education schools, 2 community adult schools, 6 regional occupational centers, 3 skills centers, 86 early education centers, 4 infant centers, and 19 primary school centers. As of June 30, 2019, 50 of the District's schools were operated as locally-funded affiliated charter schools ("Affiliated Charter Schools"). In addition, as of June 30, 2019, the District oversaw 225 fiscally independent charter schools ("Fiscally Independent Charter Schools") within the District's boundaries. See "STATE FUNDING OF SCHOOL DISTRICTS – Charter School Funding."

Enrollment and Average Daily Attendance

Based on the District's original adopted budget for fiscal year 2020-21 (the "Fiscal Year 2020-21 Original Adopted Budget"), the current budgeted K-12 enrollment in the District for fiscal year 2020-21 is approximately 463,539 students, including those attending magnet, opportunity, and continuation schools and centers, Affiliated Charter Schools, and schools for the handicapped. Such enrollment does not include students attending Fiscally Independent Charter Schools, which is approximately 116,257 students. The District's Fiscal Year 2020-21 Original Adopted Budget projects that enrollment in the District, excluding the Fiscally Independent Charter Schools within the District's boundaries, will decline by approximately 2.3% in fiscal year 2020-21 compared to the actual fiscal year 2019-20 enrollment. The District believes that enrollment declines are due to, among other things, the reduced birth rate in the County, increased costs of living and housing costs in southern California and increased numbers of school-age students in the District's boundaries attending Fiscally Independent Charter Schools rather than District schools. The District's current enrollment projections for fiscal year 2020-21 were developed in January 2020 and thus do not take into account the impact of the Coronavirus Disease 2019 ("COVID-19") pandemic and implementation of the distance learning model on enrollment. As of September 18, 2020, the total K-12 enrollment in the District has declined 1.42% from the projections contained in the Fiscal Year 2020-21 Original Adopted Budget. Such updated enrollment projections for fiscal year 2020-21 enrollment will be reflected in the District's fiscal year 2020-21 first interim report. Given the rapidly evolving nature of the COVID-19 pandemic, enrollment in the District may change throughout fiscal year 2020-21.

As a result of this declining enrollment in District schools, the District's annual average daily attendance ("ADA") declined in fiscal years 2018-19 and 2019-20 and is expected to further decline in fiscal years 2020-21 and 2021-22 based on projections contained in the Fiscal Year 2020-21 Original Adopted Budget. After the first seven days of school, the District estimates that ADA is 88.4% compared with 91.8% for the first seven days of the 2019-20 school year. The District cannot predict whether this limited data is indicative of the current school year, especially in light of the distance learning model. To ensure funding stability regardless of instructional model in light of the COVID-19 pandemic, the 2020-21 State Budget includes a hold-harmless provision for the purpose of calculating apportionments in fiscal year 2020-21, and it provides that average daily attendance for fiscal year 2020-21 will be based on fiscal year 2019-20 (specifically, the period July 1, 2019 through February 29, 2020). See "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget*" below for further information. The following Table A-1 sets forth the District's annual ADA for fiscal years 2011-12 through 2020-21.

TABLE A-1

LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual Average Daily Attendance
Fiscal Years 2011-12 through 2020-21[1]

Fiscal Year	K-12[2]	Affiliated Charter Schools[3]	Total
2011-12	534,093	13,499	547,592
2012-13	505,513	28,832	534,345
2013-14	488,362	39,633	527,995
2014-15	476,285	39,944	516,229
2015-16	463,735	39,632	503,367
2016-17	450,713	41,143	491,856
2017-18	438,249	40,207	478,456
2018-19	415,262	38,897	454,159
2019-20	413,851	40,940	454,791
2020-21	401,719	40,437	442,156

(1) Data may differ from other District disclosures because adjustments were made in certain fiscal years due to additional attendance for non-public students, corrected attendance reports for District students, and/or audit findings.

(2) Includes non-public school special education students.

(3) Includes charter schools that are fiscally-affiliated with the District which were funded with block grants until fiscal year 2012-13. Beginning fiscal year 2013-14, such charter schools are funded by the LCFF (defined herein).

Sources: Los Angeles Unified School District Audited Annual Financial Report for fiscal year 2018-19; Fiscal Year 2019-20 Unaudited Actuals; and the Fiscal Year 2020-21 Original Adopted Budget.

Many of the assumptions contained in the Fiscal Year 2020-21 Original Adopted Budget, aside from the enrollment and ADA assumptions, were subsequently revised in the District's revised budget for fiscal year 2020-21 (the "Fiscal Year 2020-21 Revised Budget"). The enrollment and attendance assumptions contained in the Fiscal Year 2020-21 Original Adopted Budget and the revised assumptions contained in the Fiscal Year 2020-21 Revised Budget are subject to change throughout the current fiscal year as additional information becomes available, especially given the rapidly evolving nature of the COVID-19 pandemic and the uncertainty of additional federal funding and its impact on the 2020-21 State Budget. For more information on the Fiscal Year 2020-21 Revised Budget and the assumptions contained therein, see "DISTRICT FINANCIAL INFORMATION – District Budget – *Fiscal Year 2020-21 Revised Budget*."

STATE FUNDING OF SCHOOL DISTRICTS

General

School districts in the State receive operating revenues from federal, State and local sources, including appropriations from the State's general fund and local property taxes derived from a school district's share of the 1% *ad valorem* property tax. School districts also currently receive revenues from the State attributable to temporary tax increases implemented by Proposition 30 (defined herein). In connection with voter approval of Proposition 55 (defined herein), certain of such temporary tax increases were extended by twelve years through 2030. See "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Proposition 30" herein. School districts, such as the District, may be eligible for other special categorical funding, including funding for certain State and federal programs. The amount of categorical funding appropriated to a school district may vary significantly from other school districts and yearly. Currently, the District budgets to receive approximately 61.92% of

District General Fund revenues from funds of or controlled by the State. As a result, decreases in State revenues, or in State legislative appropriations made to fund education, may significantly affect District operations. For fiscal year 2020-21, State revenues comprise a lower percentage of the District's total General Fund revenues as a result of increases in one-time federal funding. For more information regarding the District's funding for fiscal year 2020-21, see " – State Budget Act – *2020-21 State Budget*," "– Local Control Funding Formula" and "DISTRICT FINANCIAL INFORMATION – District Budget" herein.

Article XVI of the State Constitution 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. See "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Constitutionally Required Funding of Education" herein. 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 (defined herein). Proposition 98 ("Proposition 98"), approved in November 1988 as a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act," provides the minimum funding formula for school districts. See "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Proposition 98" herein. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), there are currently three tests which determine the minimum level of K-14 funding. See "CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS" and "STATE FUNDING OF SCHOOL DISTRICTS– Local Control Funding Formula" herein. Proposition 98 permits the State Legislature, by two-thirds vote of both houses and with the Governor's concurrence, to suspend the K-14 schools' minimum funding formula for a one-year period. The amount of suspension is required to be repaid according to a specified State Constitutional formula, thereby restoring Proposition 98 funding to the level that would have been required in the absence of such suspension.

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. At times since the implementation of Proposition 98, the State has also sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by deferring apportionments of Proposition 98 funds from one fiscal year to the next, as the State is doing in fiscal years 2019-20 and 2020-21 (see – "State Budget Act – *2020-21 State Budget*" below for further information); by suspending Proposition 98, as the State did in fiscal year 2004-05, fiscal year 2010-11, fiscal year 2011-12 and fiscal year 2012-13; and by proposing to amend the State Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances. For more information on the Proposition 98 minimum guarantee under the 2020-21 State Budget, see "– State Budget Act – *2020-21 State Budget*" herein.

Since fiscal year 2013-14, the amount of funds an individual school district receives from State revenues depends on the amount of revenues the State calculates that the school district should receive based on the Local Control Funding Formula (the "LCFF"), less the amount the school district derives from such school district's share of the 1% *ad valorem* property tax. See "– Local Control Funding Formula" and "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Constitutionally Required Funding of Education" herein.

The State Budget Process

The State's fiscal year begins on July 1 and ends on June 30. According to the State Constitution, the Governor of the State (the "Governor") is required to propose a budget for the next fiscal year (the "Governor's Budget") to the State Legislature no later than January 10 of each year. State law requires the Governor to update the Governor's Budget projections and budgetary proposals by May 14 of each year (the "May Revision"). Proposition 25, which was adopted by voters in the State at an election held on November 2, 2010, amended the State Constitution such that a final budget must be adopted by a simple majority vote of each house of the State Legislature by no later than June 15 and the Governor must sign the adopted budget by no later than June 30. The budget becomes law upon the signature of the Governor (the "State Budget Act").

Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the State Legislature takes up the proposal. Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is State the Budget Act, as approved by the State Legislature and signed by the Governor. The Governor may reduce or eliminate specific line items in the State Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the State Legislature. Appropriations also may be included in legislation other than the State Budget Act. Bills containing appropriations (except for K-14 education) must be approved by a two-thirds majority vote in each House of the State Legislature and be signed by the Governor. Bills containing K-14 education appropriations require only a simple majority vote. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt. However, delays in the adoption of a final State budget in any fiscal year may affect payments of State funds during such budget impasse. See "– State Funding of Schools Without a State Budget" herein for a description of payments of appropriations during a budget impasse.

The description above and below of the State's budget has been obtained from publicly available information which the District believes to be reliable; however, the District, its counsel (including Bond Counsel and Disclosure Counsel), the Municipal Advisor, the Underwriters and their counsel do not guarantee the accuracy or completeness of this information and have not independently verified such information. Additional information regarding State budgets is available at various State-maintained websites, including **www.dof.ca.gov**. The website is not incorporated herein by reference and the District, its counsel (including Bond Counsel and Disclosure Counsel), the Municipal Advisor, the Underwriters, and their counsel do not make any representation as to the accuracy of the information provided therein.

State Budget Act

2020-21 State Budget. The Governor signed the fiscal year 2020-21 State Budget (the "2020-21 State Budget") on June 29, 2020. According to the State, the economic impact of the COVID-19 pandemic has resulted in a $54.3 billion budget deficit, which the State is addressing through the following measures:

- <u>Reserves</u>. The 2020-21 State Budget draws down $8.8 billion in reserves, including $7.8 billion from the Rainy Day Fund, $450 million from the Safety Net Reserve, and all of the funds in the Public School System Stabilization Account.

- Trigger. The 2020-21 State Budget includes $11.1 billion in reductions and deferrals that will be restored if federal legislation providing for at least $14 billion in federal funds is passed by the United States Congress and signed by the President, and such funds are received by October 15, 2020. If the State receives a lesser amount between $2 billion and $14 billion, the reductions and deferrals will be partially restored. The trigger includes $6.6 billion in deferred spending on schools, approximately $970 million in funding for the University of California and the California State University, $2.8 billion for state employee compensation, $150 million for courts, and funding for child support administration, teacher training, moderate-income housing, and infrastructure to support infill housing. The trigger would also fund an additional $250 million for county programs to backfill revenue losses. If the federal government does not provide funds in fiscal year 2020-21, the deferrals provided in the 2020-21 State Budget may create a larger budget shortfall in subsequent fiscal years. A larger budget shortfall in subsequent years may result in continuing deferrals until the State is able to fully fund its current year education obligations in a single budget year.

- Federal Funds. The 2020-21 State Budget relies on $10.1 billion in federal funds that provide general fund relief, including $8.1 billion already received. This includes the enhanced Federal Medical Assistance Percentage, a portion of the State's allocation from the federal Coronavirus Relief Fund and funds provided for childcare programs.

- Revenues. The 2020-21 State Budget temporarily suspends the use of net operating losses for medium and large businesses and temporarily limits to $5 million the amount of business incentive credits a taxpayer can use in any given tax year. These short-term limitations will generate $4.4 billion in new revenues in fiscal year 2020-21.

- Borrowing/Transfers/Deferrals. The 2020-21 State Budget relies on $9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 school districts.

- Cancelled Expansions, Updated Assumptions and Other Solutions. The 2020-21 State Budget includes $10.6 billion of other solutions for addressing the budget deficit, such as cancelling multiple program expansions and anticipating increased government efficiencies, higher ongoing revenues, and lower health and human services caseload costs that previously estimated.

Because of such measures described above, the 2020-21 State Budget is a balanced budget for fiscal year 2020-21 that projects approximately $137.7 billion in revenues, $88.8 billion in non-Proposition 98 expenditures and $45.1 billion in Proposition 98 expenditures. The 2020-21 State Budget sets aside $2.6 billion in the Special Fund for Economic Uncertainties, and it includes total funding of $98.8 billion ($48.1 billion general fund and $50.7 billion other funds) for all K-12 education programs. The 2020-21 State Budget estimates the Proposition 98 minimum guarantee at $78.5 billion in fiscal year 2018-19, $77.7 billion in fiscal year 2019-20, and $70.9 billion in fiscal year 2020-21. The reduction in Proposition 98 funding will result in per pupil spending of $10,654 in fiscal year 2020-21, a $1,339 reduction from fiscal year 2019-20.

The 2020-21 State Budget offsets such reduction in Proposition 98 funding for K-12 school districts in several ways, including the following:

- Local Control Funding Formula Deferrals. As a result of the COVID-19 pandemic, $1.9 billion in LCFF apportionments in fiscal year 2019-20 were deferred until fiscal year 2020-21, and the 2020-21 State Budget provides that apportionment deferrals in fiscal year 2020-21 will grow to $11 billion. Such deferrals allow LCFF funding to remain at fiscal year 2019-20 levels in both fiscal years. The 2020-21 State Budget suspends the statutory LCFF cost-of-living adjustment in fiscal year 2020-21. The 2020-21 State Budget provides that $5.8 billion of deferrals will be triggered off in fiscal year 2020-21 if sufficient federal funding is provided that can be used for such purpose.

- Learning Loss Mitigation. Additionally, the 2020-21 State Budget includes a one-time investment of $5.3 billion (comprised of $4.4 billion from the federal Coronavirus Relief Fund, $589.9 million in Proposition 98 general fund resources, and $355.2 from the federal Governor's Emergency Education Relief Fund) to local education agencies to address learning loss resulting from school closures. To ensure that those local educational agencies serving students most affected by the COVID-19 pandemic receive additional funding, the 2020-21 State Budget will allocate $2.9 billion of such funds based on the LCFF supplemental and concentration grant allocation, $1.5 billion of such funds based on the number of students with exceptional needs, and $979.8 million of such funds based on the total LCFF allocation.

- Supplemental Appropriations. In fiscal years 2019-20 and 2020-21, the Proposition 98 funding level drops below the target funding level by a total of approximately $12.4 billion. To accelerate the recovery from such funding reduction, the 2020-21 State Budget provides supplemental appropriations above the required Proposition 98 funding level, beginning in fiscal year 2021-22, and in each of the next several fiscal years, in an amount equal to 1.5% of general fund revenues, up to a total of $12.4 billion.

- Revised CalPERS and CalSTRS Contributions. To provide immediate and long-term relief to school districts facing rising pension costs, the 2020-21 State Budget redirects $2.3 billion appropriated in the 2019-20 State Budget to California State Teachers' Retirement System ("CalSTRS") and the California Public Employees' Retirement System ("CalPERS") for long-term unfunded liabilities to instead reduce employer contribution rates in fiscal years 2020-21 and 2021-22. Such reallocation will reduce the CalSTRS employer contribution 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.

- Federal Funds. In addition to the federal Coronavirus Relief Fund and Governor's Emergency Education Relief Fund allocations described above, the 2020-21 State Budget includes $1.6 billion in federal Secondary School Emergency Relief funds. Of this amount, $1.5 billion will be allocated to local educational agencies in proportion to the amount of Title I-A funding they receive and may be used for costs relating to the COVID-19 pandemic. Of the remaining $164.7 million, $112.2 million will be used to provide up to $0.75 per meal for local educational agencies participating in certain school meal programs and serving meals between March 2020 and August 2020 due to school closures, $45 million will be used for grants to local educational agencies to increase access to health, mental health, and social service supports for high-need students, $6 million will be used to provide educator professional development for providing high quality distance learning, and $1.5 million will be used for State Department of Education costs associated with the COVID-19 pandemic.

- Temporary Revenue Increases. As described above, the 2020-21 State Budget includes a temporary three-year suspension of net operating losses, and a limitation on business incentive tax credits to offset no more than $5 million of tax liability per year. These temporary changes, along with other tax changes, will generate additional general fund revenues, approximately $1.6 billion of which will benefit the Proposition 98 guarantee.

- Special Education. The 2020-21 State Budget provides for increased special education base rates of $625 per pupil pursuant to a new funding formula. The 2020-21 State Budget also includes $100 million to increase funding for students with low-incidence disabilities, $15 million in 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 in IDEA funds to assist local educational agencies to develop regional alternative dispute resolution services and statewide mediation services, and $1.1 million in IDEA funds to study the current special education governance and accountability structure.

- Average Daily Attendance and Distance Learning. The 2020-21 State Budget assumes that local educational agencies will provide in-classroom instruction during the 2020-21 school year, but recognizes that public health officials may require school closures. To ensure funding stability regardless of instructional model, the 2020-21 State Budget includes a hold-harmless provision for the purpose of calculating apportionments in fiscal year 2020-21, and it provides that average daily attendance will be based on the 2019-20 school year (specifically, the period July 1, 2019 through February 29, 2020). The 2020-21 State Budget also includes requirements for distance learning services in the event of school closures.

- Employee Protections. The 2020-21 State Budget suspends layoffs of non-management certificated staff during fiscal year 2020-21 and classified staff who hold positions in nutrition, transportation, or custodial services during fiscal year 2020-21. The 2020-21 State Budget includes $60 million Proposition 98 general fund resources to provide a match of State funds for participating classified employees to be paid during the summer recess period. The 2020-21 State Budget also states that it is the intent of the State Legislature that school districts, community college districts, joint powers authorities, and county offices of education retain all classified employees in fiscal year 2020-21.

The complete 2020-21 State Budget is available from the California Department of Finance website at **www.dof.ca.gov**. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

Future Budgets and Budgetary Actions. The District cannot predict what future actions will be taken by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors beyond the District's ability to predict or control, including but not limited to the COVID-19 pandemic. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools during fiscal years 2020-21 and 2021-22 and in future fiscal years. Certain factors, like an economic recession, could result in State budget shortfalls in any fiscal year and could have a material adverse financial impact on the District.

Additional Information. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of the State budget may be found at the website of the Department of Finance, **www.dof.ca.gov**, under the heading "California Budget." Various analyses of the budget may be found at the website of the LAO at **www.lao.ca.gov**. In addition, various State official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found via the website of the State Treasurer, **www.treasurer.ca.gov**. The information presented in these websites is not incorporated by reference in this Official Statement.

State and School District Reserves. As described above, the State is accessing its reserves to mitigate the budget shortfall in fiscal year 2020-21, including drawing down all of the funds in the Public School System Stabilization Account. See "*- 2020-21 State Budget*." In order to mitigate some of the reductions in State revenue based on the 2020-21 State Budget, school districts may choose to access their local reserves. The District, which has an A.D.A. of more than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 1% of General Fund appropriations. For more information on the District's reserves and related policies, see "DISTRICT FINANCIAL INFORMATION – District Financial Policies and Related Practices – *Budget and Finance Policy – Operating Reserves.*"

State Funding of Schools Without a State Budget

Although the State Constitution requires that the State Legislature adopt a budget for the State by June 15 of the prior fiscal year and that the Governor sign a budget by June 30, this deadline has been missed from time to time. Delays in the adoption of a Budget Act in any fiscal year could impact the receipt of State funding by the District. On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California), et al. (also referred to as White v. Davis) ("Connell"). The California Court of Appeal concluded that, absent an emergency appropriation, the State Controller may authorize the payment of State funds during a budget impasse only when payment is either (i) authorized by a "continuing appropriation" enacted by the State Legislature, (ii) authorized by a self-executing provision of the State Constitution, or (iii) mandated by federal law. The Court of Appeal specifically concluded that the provisions of Article XVI, Section 8 of the State Constitution—the provision establishing minimum funding of K-14 education enacted as part of Proposition 98—did not constitute a self-executing authorization to disburse funds, stating that such provisions merely provide formulas for determining the minimum funding to be appropriated every budget year but do not appropriate funds. Nevertheless, the State Controller has concluded that the provisions of the State Education Code establishing K-12 and county office of education revenue limit funding (the predecessor to the LCFF) do constitute continuing appropriations enacted by the State Legislature and, therefore, has indicated that State payments of such amounts would continue during a budget impasse. The State Controller, however, has concluded that K-12 categorical programs are not authorized pursuant to a continuing appropriation enacted by the State Legislature and, therefore, cannot be paid during a budget impasse. To the extent the Connell decision applies to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of some payments to the District while such required legislative action is delayed, unless the payments are self-executing authorizations, continuing appropriations or are subject to a federal mandate.

Local Control Funding Formula

General. Funding for school districts, charter schools and county offices of education in connection with the LCFF includes State apportionments for general operating costs ("State Aid") and funding for categorical programs. During fiscal year 2019-20, approximately 74.49% (unaudited) of the District's General Fund revenues were pursuant to the LCFF. During fiscal year 2020-21, the District projects that approximately 67.34% of the District's General Fund revenues will consist of funds determined under the LCFF. The following Table A-2 sets forth the percentage of the District's General Fund revenues that are derived from revenues under the LCFF, federal revenues, other State revenues and other local revenues for fiscal years 2016-17 through 2020-21.

TABLE A-2

LOS ANGELES UNIFIED SCHOOL DISTRICT
General Fund Revenue Sources
Percentage of Total District General Fund Revenues[(1)]
Fiscal Years 2016-17 through 2020-21

Revenue Source	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20[(2)]	Fiscal Year 2020-21[(3)]
LCFF	75.91%	74.89%	73.17%	74.49%	67.34%
Federal Revenues	8.57	8.10	8.23	8.32	19.20
Other State Revenues	13.14	13.30	15.78	14.95	11.73
Other Local Revenues	2.38	3.71	2.82	2.24	1.75

(1) Sum of percentages may not equal 100% due to rounding.
(2) Unaudited.
(3) Budgeted. For fiscal year 2020-21, State revenues comprise a lower percentage of the District's total General Fund revenues as a result of increases in one-time federal funding. For more information regarding State and federal funding during fiscal year 2020-21, see " – State Budget Act – *2020-21 State Budget*" and "DISTRICT FINANCIAL INFORMATION – District Budget."

Sources: Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget.

The LCFF allocates State funding based on a school district's demographics. Each school district receives a base grant (the "Base Grant") per 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 entered into a collective bargaining agreement specifying 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 (the "K-3 Grade Span Adjustment") 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, "Unduplicated Pupils"). 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 is classified in more than one of the EL, FRPM and LI categories. In the event the percentage of Unduplicated Pupils exceeds 55% of a 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, which includes the cost of living adjustment and grade span adjustments, if any, for each Unduplicated Pupil above the 55% threshold.

The Base Grants are based on four uniform, grade-span base rates. For fiscal year 2020-21, the LCFF provided to school districts and charter schools: (a) a Target Base Grant for each LEA equivalent to $8,503 per ADA for kindergarten through grade 3; (b) a Target Base Grant for each LEA equivalent to $7,818 per ADA for grades 4 through 6; (c) a Target Base Grant for each LEA equivalent to $8,050 per ADA for grades 7 and 8; (d) a Target Base Grant for each LEA equivalent to $9,572 per ADA for grades 9 through 12. This amount has historically included a costs-of-living adjustment set forth in the applicable State budget. However, the 2020-21 State Budget suspends the statutory cost-of-living adjustment in fiscal year 2020-21. For more information, see "State Budget Act – *2020-21 State Budget*." The amount of actual funding allocated to the Base Grant, Supplemental Grants and Concentration Grants is subject to the discretion of the State.

Since the full implementation of the LCFF in fiscal year 2018-19, there is no longer a gap between a school district's prior year funding and the target amount of funding under the LCFF for the current year. Further, there is no longer a difference between the District's target entitlement under the LCFF – the amount available once the LCFF is fully funded – and the District's transition entitlement. In fiscal year 2018-19, the District reached its target entitlement for the District and the Affiliated Charter Schools, such that there is no transition entitlement for the District and the Affiliated Charter Schools. Accordingly, the District's historically significant increases in LCFF funding from year to year are not reflective of the District's current and expected LCFF funding since the LCFF is fully funded.

The difference between the amount a school district or charter school would have received under the old funding system and the estimated amount it would receive for LCFF funding at full implementation, based on certain criteria is referred to as the "Economic Recovery Target." Only school districts and charter schools that were at, or below, the 90th percentile of per-pupil funding rates of school districts under the pre-fiscal year 2013-14 funding 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. Based on this criteria, the District is not entitled to receive Economic Recovery Target funding. However, certain of the District's Affiliated Charter Schools are entitled to the Economic Recovery Target funding and received approximately $990,310 (unaudited), collectively, in fiscal year 2019-20, and budget to receive the same amount, collectively, in fiscal year 2020-21.

The District has the largest ADA in the State. See "DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance" herein. In addition, the District's ADA includes a significant number of students classified as Unduplicated Pupils. Accordingly, the District expects to receive more LCFF funding than other school districts in the State. The Fiscal Year 2020-21 Revised Budget projects that approximately 84.92% of students attending non-charter schools of the District will be classified as Unduplicated Pupils under the LCFF during fiscal year 2020-21. The percentage of students classified as Unduplicated Pupils is based on a three-year rolling average. The District's calculation of ADA with respect to Unduplicated Pupils, which is used to determine Supplemental and Concentration Grant revenues, is subject to adjustment upon review thereof by the District's independent auditor.

The following Table A-3 sets forth the District's Base Grant per ADA for fiscal years 2014-15 through 2020-21 under the LCFF.

TABLE A-3

LOS ANGELES UNIFIED SCHOOL DISTRICT
Adjusted Base Grant Per Average Daily Attendance
Fiscal Years 2014-15 through 2020-21

Fiscal Year	Grades K-3	Grades 4-6	Grades 7-8	Grades 9-12
2014-15	$7,740	$7,116	$7,328	$8,712
2015-16	7,820	7,189	7,403	8,801
2016-17	7,820	7,189	7,403	8,801
2017-18	7,941	7,301	7,518	8,939
2018-19(1)	8,235	7,571	7,796	9,269
2019-20	8,503	7,818	8,050	9,572
2020-21(2)	8,503	7,818	8,050	9,572

(1) LCFF was fully funded in fiscal year 2018-19.
(2) Budgeted, as set forth in the Fiscal Year 2020-21 Revised Budget.

Sources: Los Angeles Unified School District Comprehensive Annual Financial Report for fiscal years 2014-15 through 2015-16; the District for fiscal years 2016-17 through 2019-20; Fiscal Year 2020-21 Revised Budget for fiscal year 2020-21.

Infectious Disease Outbreak. In general, the outbreak of a highly contagious disease or epidemic disease could harm the District's financial results or result in a temporary shutdown of the District's facilities. As discussed above, school districts in California are funded based on the LCFF, which allocates a base grant per unit of average daily attendance with additional supplemental grants based on certain factors. Thus, a temporary shutdown of a school or an entire school district would reduce the average daily attendance and could impact the funding a school district receives unless the State legislature or California Department of Education takes action to exclude such days from the calculations for funding purposes. Further, any impact on the State's tax and other revenue receipts as a result of a highly contagious or epidemic disease may in turn impact other educational funding that the District receives from the State. " – State Budget Act – *Future Budgets and Budgetary Actions*." In addition, the District may incur increased operational costs to conduct distance learning or to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease.

COVID-19 Background. The outbreak of the respiratory disease caused by COVID-19 has been declared a pandemic by the World Health Organization, a national emergency by President Trump and a state of emergency by the Governor of the State.

Federal Response. On March 22, 2020, President Trump approved the Major Disaster Declaration for the State of California's COVID-19 pandemic, authorizing federal emergency aid related to COVID-19. Local educational agencies may submit a request for public assistance through the California Office of Emergency Services for reimbursement of certain costs incurred as a result of COVID-19. The District submitted a request for public assistance, but it cannot predict the amount of federal emergency aid it will receive.

On March 27, 2020, the U.S. House of Representatives approved and President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). The CARES Act provides $30 billion to education, specifically $3 billion allocated to state governors to be used at their discretion to address the emergency, $13.5 billion for K-12 education, and $14.25 billion for postsecondary institutions. School districts will be able to use their share of the $13.5 billion K-12 education allocation under the CARES Act, which will be based on the proportion of Title I funding received for the most recent fiscal year, for purposes authorized by federal law and other specified uses. The District expects to receive approximately $856.1 million under the CARES Act, which includes approximately $287.7 million from the Elementary and Secondary School Emergency Relief Fund provided directly from the federal government to the District, approximately $488.6 million from the Coronavirus Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, approximately $31.9 million from the Governor's Emergency Education Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, and approximately $47.9 million from the State's general fund for learning loss litigation provided from CARES Act funding administered through the State. The District received approximately $608.4 million in CARES Act funding in September 2020.

State Legislation Relating to School Districts. On March 17, 2020, the Governor signed Senate Bill 117 ("SB 117") as urgency legislation effective immediately. For purposes of school district funding for fiscal year 2019-20, SB 117 limits the average daily attendance reported to the California Department of Education to include the full school months from July 1, 2019, to February 29, 2020. This condensed ADA period applies to school districts that comply with Executive Order N-26-20. SB 117 further states the intent of the State Legislature is that a school district's employees and contractors be paid during the period of a school closure due to COVID-19. SB 117 also waives instructional time penalties that would otherwise accrue, as long as the school district superintendent, county superintendent or charter school administrator certify that the closure due to COVID-19 caused the school district to fall below applicable instructional time requirements. SB 117 also includes $100 million in additional funding to school districts for certain costs incurred as a result of COVID-19. The District received approximately $7.9 million, which includes amounts for Affiliated Charter Schools, from such additional State funding in fiscal year 2019-20.

District Response. As a result of the outbreak of COVID-19, on March 10, 2020, the District Board declared that emergency conditions exist throughout the District and authorized the Superintendent to take any and all actions necessary to ensure the health and safety of students and staff. Under such authority, the Superintendent closed all schools within the District for in-person instruction effective March 16, 2020. The District implemented a distance learning model for the remainder of the 2019-20 school year.

The District will continue to utilize the distance learning model for the start of the 2020-21 school year, which commenced on August 18, 2020, given the ongoing COVID-19 pandemic. The District continues to plan and prepare for a return to in-person instruction as and when public health conditions allow, and has implemented limited one-on-one in-person tutoring in October 2020. As part of the District's ongoing effort to prepare for a safe return to in-person instruction, the District has launched a program to provide regular COVID-19 testing, school community engagement, and coordination with the County of Los Angeles as to contact tracing, to school staff, students and in cases of exposure, their families, in a collaboration with the University of California, Los Angeles, Stanford University, Johns Hopkins University, Microsoft, Clinical Reference Laboratory, SummerBio, Anthem Blue Cross, Health Net, and Cedars-Sinai.

In response to the COVID-19 pandemic, the District incurred costs totaling approximately $272.1 million (unaudited) in fiscal year 2019-20; the District received approximately $122.8 million from funding under the CARES Act in September 2020 to apply to such costs. Such costs were largely attributed to the following priorities:

- **Instructional Connectivity** – The District has purchased over 185,000 new devices and over 35,000 internet hotspots for students to support distance learning. The District has also developed online learning platforms and provided training to teachers to support online instruction. As of September 2020, more than 98% of students are connected to online learning platforms.

- **Health and Safety** – The District established 63 "Grab & Go" food centers across the District to provide breakfast and lunch meals to children and adults in need. In May 2020, the District increased the number of meals provided each weekday from two to three for each child and adult who visited the food centers. As of October 2020, the District distributed approximately 67 million meals to children and adults since March 2020 with plans to continue this relief effort until students are able to physically attend school at the District's school sites. Offices and sites that have remained operational following the school closures undergo increased sanitization, and the District is providing employees at such sites with personal protective equipment.

- **Business Continuity and Connectivity** – Since the District's administration and support staff are largely working remotely, the District has provided staff with the tools and training necessary to ensure that operations continue.

For additional information regarding the impacts of the COVID-19 pandemic on the Fiscal Year 2019-20 Unaudited Actuals, see "DISTRICT FINANCIAL INFORMATION – Unaudited Actuals."

As a result of the COVID-19 pandemic, the District currently budgets approximately $935 million in costs associated with reopening schools (when appropriate), operations, and the continuity of learning in fiscal year 2020-21. The District expects approximately $856.1 million in one-time funding under the CARES Act to be applied to such costs, based on assumptions in the 2020-21 State Budget, with the difference being made up from reallocations within the District's General Fund. For additional information regarding the 2020-21 State Budget and the impacts of the ongoing COVID-19 pandemic on the Fiscal Year 2020-21 Revised Budget, see "– State Budget Act – *2020-21 State Budget*" and "DISTRICT FINANCIAL INFORMATION – District Budget – *Fiscal Year 2020-21 Revised Budget.*"

While SB 117, the CARES Act, and the federal emergency aid have provided and will continue to provide some immediate relief to school districts, including the District, the short-term and long-term impacts of the COVID-19 outbreak are unknown as the situation is rapidly evolving. The District cannot predict whether similar legislation would be enacted in the event the outbreak of COVID-19 continues or a similar or other outbreak of a highly contagious disease or epidemic disease were to occur in the future.

Local Control and Accountability Plan*.* Pursuant to the LCFF, since July 1, 2014, school districts, county offices of education and charter schools have been required to develop, adopt and annually update a three-year local control and accountability plan (the "LCAP"). The LCAP is required to identify goals and measure progress for student subgroups across multiple performance indicators. The Education Code requires each school district to file with the county superintendent of schools such school district's LCAP or annual update thereof not later than five days after its adoption. On or before August 15 of each year, the county superintendent of schools may seek clarification, in writing, from the governing board of such school district about the contents of the LCAP. The school district has the opportunity to respond to such request and the county of superintendent is authorized to submit recommendations for amendments to the LCAP. On or before October 8 of each year, the county superintendent of schools is required to approve each school district's LCAP pending a determination that the school district has adhered to the template adopted by the State Board of Education, the school district's budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP based on projected costs, and the school district has adhered to the Education Code with respect to funds apportioned for Unduplicated Pupils.

The State's priorities for each LCAP include, among other things, compliance with requirements with respect to appropriateness of teacher assignments, ensuring that teachers are fully credentialed in the subject areas and for the pupils they are teaching, and ensuring that every pupil in the school district has sufficient access to the standards-aligned instructional materials as determined in accordance with the

Education Code. In addition, school facilities are to be maintained in good repair. The State requires proper implementation of the academic content and performance standards adopted by the State Board of Education and will measure parental involvement (e.g., efforts to seek input from parents or guardians regarding decisions for the district and the school site), pupil achievement (e.g. performance on Statewide assessments, the academic performance index, readiness for college or career technical education, progress towards English proficiency, performance on advance placement examinations), pupil engagement (e.g., school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout and graduation rates, pupil suspension and expulsion rates, etc.), access and enrollment in a broad course of study including the core subject areas and programs and services developed and provided to Unduplicated Pupils, and pupil outcomes in the subject areas comprising a broad course of study.

In November 2014, the State Board of Education adopted final regulations to govern the expenditure of the Supplemental Grant and Concentration Grant funding. These regulations require school districts, county offices of education, and charter schools to increase and improve services for Unduplicated Pupils and provide authority for school districts to spend funds school-wide when significant populations of Unduplicated Pupils attend a school. Pursuant to the regulations, LEAs are required to obtain input from parents of students and the general public in connection with the development, revision and updates of LCAPs. In addition, the regulations require County superintendents to review school district LCAPs and require county offices of education to provide technical assistance if they disapprove an LCAP. The Education Code grants the State Superintendent of Public Instruction authority to intervene if a school district or charter school fails to show improvement across multiple subgroups in three out of four consecutive years.

In response to the COVID-19 pandemic and the unique conditions under which many school districts are operating, Senate Bill 98, a budget trailer bill adopted in connection with the 2020-21 State Budget, revises certain annual LCAP requirements, removes the requirement for a traditional LCAP for the 2020-21 school year and replaces such requirement with what is referred to as a Learning Continuity and Attendance Plan (the "Learning Continuity and Attendance Plan"). The Learning Continuity and Attendance Plan seeks to address funding stability for schools while providing information at the LEA level describing how student learning continuity will be addressed during the COVID-19 pandemic in the 2020-21 school year. The Learning Continuity and Attendance Plan is intended to balance the needs of all stakeholders, including educators, parents, students, and community members, while streamlining meaningful stakeholder engagement. The Learning Continuity and Attendance Plan memorializes the planning process already underway for the 2020-21 school year, and includes plans for the following: (i) addressing gaps in learning; (ii) conducting meaningful stakeholder engagement; (iii) maintaining transparency; (iv) addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; (v) providing access to necessary devices and connectivity for distance learning; (vi) providing resources and support to address student and staff mental health and social emotional well-being; and, (vii) continuing to provide school meals for students. While CDE guidelines suggest a governing board adoption timeline of September 30, 2020, such timing is intended to ensure that the Learning Continuity and Attendance Plan is completed in the beginning of the 2020–21 school year and allow for communication of decisions that will guide how instruction will occur during the 2020–21 school year. The District Board adopted a Learning Continuity and Attendance Plan on October 6, 2020 and has submitted such plan to LACOE. Senate Bill 98 also requires districts to approve a Parent Budget Overview by December 15, 2020, which was formerly an aspect of the prior LCAP reporting requirements.

Charter School Funding

A charter school is a public school authorized by a school district, county office of education or the State Board of Education. State law requires that charter petitions be approved if they comply with the statutory criteria. The District has certain fiscal oversight and other responsibilities with respect to both Affiliated Charter Schools and Fiscally Independent Charter Schools located in the District geographic boundaries. However, Fiscally Independent Charter Schools are separate LEAs and receive revenues directly from the State. Affiliated charter schools receive their funding from the District and are included in the District's budgets and audit reports. Information regarding enrollment, ADA, budgets and other financial information relating to Fiscally Independent Charter Schools is not included in the District's audit reports or in this Official Statement unless otherwise noted.

Pursuant to the LCFF, Fiscally Independent Charter Schools and Affiliated Charter Schools will receive a Base Grant per ADA and are eligible to receive Supplemental Grants and Concentration Grants. See " – Local Control Funding Formula" herein. The District operates 50 Affiliated Charter Schools and oversees 225 Fiscally Independent Charter Schools within the District boundaries. The District budgets the annual ADA for fiscal year 2020-21 of the Affiliated Charter Schools and the Fiscally Independent Charter Schools will be approximately 40,437 and 108,329 students, respectively. An increase in the number of Fiscally Independent Charter Schools within the boundaries of a school district or an increase in the number of students transferring to a Fiscally Independent Charter School or an Affiliated Charter School from a traditional school within a school district may cause a net reduction in the District's ADA.

Limitations on School District Reserves

Unless a school district is granted an exemption by its county superintendent of schools, amounts in its reserves may not exceed the limitations set forth in the Education Code once certain conditions precedent are met. Pursuant to Section 42127.01 of the Education Code, in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of State general fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10% of those funds. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the reserves limitation for up to two consecutive fiscal years within a three-year period if the school district provides documentation indicating that extraordinary fiscal circumstances, including, but not limited to, multiyear infrastructure or technology projects, substantiate the need for a combined assigned or unassigned ending general fund balance that is in excess of the reserves limitation. The limitation applies once the Superintendent of Public Instruction notifies school districts and county offices of education that the conditions precedent are met. The Superintendent of Public Instruction is also required to notify school districts and county offices of education when those conditions no longer exist.

The State-imposed minimum recommended reserve for the District is accounted for in the Reserve for Economic Uncertainties. The District cannot predict the extent to which the State will fund the Public School System Stabilization Account. In addition, the District cannot predict what steps it will implement, if any, to adjust its budgeted reserves to comply with the Education Code. Further, the District cannot predict whether the limitations on reserves in the Education Code will apply solely to fund balances in the District's General Fund or if it will apply to other funds of the District.

Local Property Taxation

General. As required by State law, the District uses the services of the County for the assessment and collection of taxes for District purposes. District taxes are collected at the same time and on the same tax rolls as are the County, the City of Los Angeles and other local agency and special district taxes.

State law exempts $7,000 of the full cash value of an owner-occupied dwelling from property tax, but this exemption does not result in any loss of revenue to local entities, including the District, because an amount equivalent to the taxes which would have been payable on such exempt values is paid by the State to the County for distribution to local agencies. The County levies property taxes on behalf of taxing agencies in the County for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits the County to recognize changes in the assessed valuation of real property before the next regular assessment role is complete in order to levy taxes based on the new assessed value. In such instances, the property is reassessed and a supplemental tax bill is sent to the new owner based on the new value prorated for the balance of the tax year.

The fiscal year 2020-21 Assessment Roll for property within the District's boundaries reflects an increase of approximately 6.53% in assessed value from the prior year. Under State law, in addition to reassessments requested by property owners pursuant to Proposition 8 when the current market value of property is less than assessed value as of January 1, the county assessor annually initiates reviews of property for reassessments due to decline-in-value. See "*—Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*" below.

TABLE A-4
LOS ANGELES UNIFIED SCHOOL DISTRICT
Historical Gross Assessed Valuation of Taxable Property[(1)]
Fiscal Years 2007-08 through 2020-21
($ in thousands)

Fiscal Year	Secured[(2)]	Unsecured	Total[(2)]	Change From Prior Year	Percent Change
2007-08	$419,052,509	$21,861,881	$440,914,390	--	--
2008-09	451,191,875	23,597,923	474,789,798	$33,875,408	7.68%
2009-10	451,127,882	23,849,409	474,977,291	187,493	0.04
2010-11	442,092,473	21,753,078	463,845,551	(11,131,740)	(2.34)
2011-12	447,830,204	21,265,021	469,095,225	5,249,674	1.13
2012-13	458,767,053	21,308,439	480,075,492	10,980,267	2.34
2013-14	482,043,584	21,634,336	503,677,920	23,602,428	4.92
2014-15	510,371,502	22,562,705	532,934,207	29,256,287	5.81
2015-16	546,807,059	23,362,404	570,169,464	37,235,257	6.99
2016-17	581,473,213	24,495,794	605,969,007	35,799,543	6.28
2017-18	619,162,082	25,342,665	644,504,747	38,535,740	6.36
2018-19	665,355,078	27,377,547	692,732,625	48,227,878	7.48
2019-20	710,954,606	28,442,486	739,397,092	46,664,467	6.73
2020-21	759,004,739	28,679,270	787,684,010	48,286,918	6.53

(1) Full cash value.
(2) Includes utility valuations.
Source: California Municipal Statistics, Inc.

Assessed Valuation Reductions. Assessments may be adjusted during the course of the year when real property changes ownership or new construction is completed. Assessments may also be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District's control, such as a general market decline in property values, including potential market declines caused by the effects of a reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), pandemic, or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, drought, flood, fire, toxic dumping, etc. When necessitated by changes in assessed value in the course of a year, taxes are pro-rated for each portion of the tax year.

In recent years, portions of California, including the County and adjacent counties, have experienced wildfires that have burned thousands of acres and destroyed thousands of homes and structures. Moreover, the District is located in a seismically active region. Active earthquake faults include the San Andreas Fault that runs throughout the County and other smaller faults including the Lower Elysian Park thrust, the Upper Elysian Park fault and Puente Hills blind thrust system. Furthermore, California has experienced severe drought conditions in recent years. Property damage due to wildfires or earthquakes and the economic effects of prolonged drought conditions could result in significant decreases in the assessed value of property in the District. In addition, with the outbreak of COVID-19, the world is currently experiencing a pandemic. The pandemic may result in an economic recession or depression that causes a general market decline in property values therefore affecting the assessed value of property in the District. For more information on the impact of the COVID-19 pandemic, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*." Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the District's general obligation bonds. See also *"—Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*" below.

Appeals of Assessed Valuation; Blanket Reductions of Assessed Values. There are two basic types of property tax assessment appeals provided for under State law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction. If the base year value assigned by the assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction or reconstruction activity occurs. Any base year appeal must be made within four years of the change of ownership or new construction date.

The second type of appeal, commonly referred to as a Proposition 8 appeal, can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value (escalated base year value). Pursuant to State law, a property owner may apply for a Proposition 8 reduction of the property tax assessment for such owner's property by filing a written application with the appropriate county board of equalization or assessment appeals board. A property owner desiring a Proposition 8 reduction of the assessed value of such owner's property in any one year must submit an application to the county assessment appeals board (the "Appeals Board"). Following a review of the application by the county assessor's office, the county assessor may offer to the property owner the opportunity to stipulate to a reduced assessment, or may confirm the assessment. If no stipulation is agreed to, and the applicant elects to pursue the appeal, the matter is brought before the Appeals Board (or, in some cases, a hearing examiner) for a hearing and decision. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level (such pre-reduction level escalated by the annual inflation rate of no more than 2%) following the year for which the reduction application is filed. However, the county assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year and any intervening years as well. In practice, such a reduced assessment may and often does remain in effect beyond the year in which it is granted.

In addition, Article XIIIA of the State Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. This measure is computed on a calendar year basis. According to representatives of the County assessor's office, the County has in the past, pursuant to Article XIIIA of the State Constitution, ordered blanket reductions of assessed property values and corresponding property tax bills on single family residential properties when the value of the property has declined below the current assessed value as calculated by the County.

No assurance can be given that property tax appeals and/or blanket reductions of assessed property values will not significantly reduce the assessed valuation of property within the District in the future.

Assessed Valuation by Jurisdiction. The following Table A-5 describes the percentage and value of the total assessed value of the property within the District's boundaries that resides in the various cities and unincorporated portions of the County for fiscal year 2020-21.

TABLE A-5
LOS ANGELES UNIFIED SCHOOL DISTRICT
Fiscal Year 2020-21 Assessed Valuation by Jurisdiction

Jurisdiction	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
City of Bell	$ 1,643,054,749	0.21%	$ 2,057,477,311	79.86%
City of Bell Gardens	63,260,781	0.01	2,063,358,524	3.07
City of Beverly Hills	192,921,361	0.02	39,013,436,017	0.49
City of Calabasas	713,741	0.00	9,154,859,568	0.01
City of Carson	14,762,048,844	1.87	16,653,421,682	88.64
City of Commerce	333,366,044	0.04	6,103,724,358	5.46
City of Cudahy	902,264,461	0.11	902,492,225	99.97
City of Culver City	55,600,516	0.01	13,210,954,777	0.42
City of Downey	644	0.00	13,181,887,461	0.00
City of Gardena	7,223,980,473	0.92	7,223,980,473	100.00
City of Hawthorne	795,626,260	0.10	9,176,580,892	8.67
City of Huntington Park	3,323,336,175	0.42	3,323,336,175	100.00
City of Inglewood	40,080,361	0.01	13,460,370,332	0.30
City of Lomita	2,653,562,437	0.34	2,653,562,437	100.00
City of Long Beach	417,213,869	0.05	64,588,432,740	0.65
City of Los Angeles	695,610,270,887	88.31	696,013,120,916	99.94
City of Lynwood	56,338,820	0.01	3,859,049,146	1.46
City of Maywood	1,171,355,992	0.15	1,171,355,992	100.00
City of Montebello	8,380,303	0.00	6,713,540,922	0.12
City of Monterey Park	261,790,261	0.03	8,483,012,596	3.09
City of Rancho Palos Verdes	1,366,893,724	0.17	14,174,092,132	9.64
City of Rolling Hills Estates	12,558,067	0.00	3,876,727,724	0.32
City of San Fernando	2,176,500,330	0.28	2,176,500,330	100.00
City of Santa Clarita	53,005	0.00	37,222,674,431	0.00
City of Santa Monica	1,055,817	0.00	42,272,100,207	0.00
City of South Gate	5,468,718,320	0.69	6,604,411,493	82.80
City of Torrance	27,703,099	0.00	33,362,479,148	0.08
City of Vernon	6,384,648,293	0.81	6,384,648,293	100.00
City of West Hollywood	14,466,191,401	1.84	14,466,191,401	100.00
Unincorporated Los Angeles County	28,264,521,286	3.59	117,499,724,109	24.05
Total District	$787,684,010,321	100.00%		
Los Angeles County	$787,684,010,321	100.00%	$1,708,923,809,032	46.09%

Source: California Municipal Statistics Inc.

Assessed Valuation by Land Use. The following Table A-6 sets forth the assessed valuation by land use of property within the District in fiscal year 2020-21.

TABLE A-6
LOS ANGELES UNIFIED SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2020-21

	2020-21 Assessed Valuation[1]	% of Total	No. of Parcels	% of Total
Non-Residential:				
Commercial/Office Building	$123,269,401,267	16.24%	50,897	5.29%
Industrial	81,327,127,072	10.72	24,688	2.56
Recreational	2,363,352,715	0.31	1,080	0.11
Government/Social/Institutional	4,250,776,301	0.56	5,104	0.53
Miscellaneous	460,408,992	0.06	1,012	0.11
Subtotal Non-Residential	$211,671,066,347	27.89%	82,781	8.60%
Residential:				
Single Family Residence	$345,155,153,240	45.48%	576,521	59.88%
Condominium/Townhouse	69,686,637,629	9.18	136,014	14.13
Mobile Home Related	476,901,744	0.06	401	0.04
2-4 Residential Units	46,775,400,096	6.16	96,420	10.01
5+ Residential Units/Apartments	80,265,429,039	10.58	41,666	4.33
Miscellaneous Residential	49,684,454	0.01	300	0.03
Subtotal Residential	$542,409,206,202	71.48%	851,322	88.42%
Vacant Parcels	$4,769,786,538	0.63%	28,679	2.98%
Total	$758,850,059,087	100.00%	962,782	100.00%

[1] Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Homes. The following Table A-7 sets forth the distribution of single-family homes within the District within various assessed valuation ranges in fiscal year 2020-21.

TABLE A-7
LOS ANGELES UNIFIED SCHOOL DISTRICT
Assessed Valuations of Single Family Homes Per Parcel
Fiscal Year 2020-21

	No. of Parcels	2020-21 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single-Family Residential	576,521	$345,155,153,240	$598,686	$376,614

2020-21 Assessed Valuation	No. of Parcels[(1)]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	50,089	8.688%	8.688%	$ 3,648,212,517	1.057%	1.057%
$100,000 - $199,999	78,829	13.673	22.361	12,083,064,434	3.501	4.558
$200,000 - $299,999	95,893	16.633	38.994	23,824,334,608	6.903	11.460
$300,000 - $399,999	76,220	13.221	52.215	26,527,327,338	7.686	19.146
$400,000 - $499,999	63,174	10.958	63.173	28,318,603,843	8.205	27.350
$500,000 - $599,999	49,831	8.643	71.816	27,299,530,625	7.909	35.260
$600,000 - $699,999	36,069	6.256	78.073	23,322,198,116	6.757	42.017
$700,000 - $799,999	25,343	4.396	82.468	18,921,598,869	5.482	47.499
$800,000 - $899,999	18,263	3.168	85.636	15,471,700,446	4.483	51.981
$900,000 - $999,999	13,178	2.286	87.922	12,479,736,012	3.616	55.597
$1,000,000 - $1,099,999	9,449	1.639	89.561	9,895,460,842	2.867	58.464
$1,100,000 - $1,199,999	7,236	1.255	90.816	8,307,524,842	2.407	60.871
$1,200,000 - $1,299,999	6,175	1.071	91.887	7,717,055,786	2.236	63.107
$1,300,000 - $1,399,999	5,163	0.896	92.783	6,959,596,396	2.016	65.123
$1,400,000 - $1,499,999	4,590	0.796	93.579	6,641,429,187	1.924	67.047
$1,500,000 - $1,599,999	4,039	0.701	94.279	6,254,813,949	1.812	68.860
$1,600,000 - $1,699,999	3,269	0.567	94.847	5,391,145,310	1.562	70.421
$1,700,000 - $1,799,999	2,856	0.495	95.342	4,992,087,060	1.446	71.868
$1,800,000 - $1,899,999	2,641	0.458	95.800	4,883,775,485	1.415	73.283
$1,900,000 - $1,999,999	2,160	0.375	96.175	4,208,323,164	1.219	74.502
$2,000,000 and greater	22,054	3.825	100.000	88,007,634,411	25.498	100.000
Total	576,521	100.000%		$345,155,153,240	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Largest Taxpayers in the District. The following Table A-8 sets forth the twenty taxpayers with the greatest combined ownership of taxable property in the District on the fiscal year 2020-21 tax roll, and the assessed valuation of all property owned by those taxpayers in all taxing jurisdictions within the District.

TABLE A-8
LOS ANGELES UNIFIED SCHOOL DISTRICT
Largest Local Secured Taxpayers[(1)]
Fiscal Year 2020-21

	Property Owner	Primary Land Use	2020-21 Assessed Valuation	% of Total[(2)]
1.	Douglas Emmett LLC	Office Building	$2,968,028,084	0.39%
2.	Universal Studios LLC	Movie Studio	2,684,591,582	0.35
3.	Essex Portfolio LP	Apartments	2,280,623,809	0.30
4.	Century City Mall LLC	Shopping Center/Mall	1,079,950,689	0.14
5.	FSP South Flower Street	Office Building	954,846,502	0.13
6.	Rochelle H. Sterling	Apartments	873,994,196	0.12
7.	Hanjin International Corp.	Hotel	869,407,512	0.11
8.	SM 10000 Property LLC	Apartments	832,661,632	0.11
9.	Rexford Industrial Realty LP	Industrial	798,266,050	0.11
10.	Omni Wilshire Courtyard LLC	Office Building	786,522,000	0.10
11.	Anheuser Busch Commercial	Industrial	748,192,161	0.10
12.	Greenland LA Metropolis	Residential/Retail	739,588,087	0.10
13.	One Hundred Towers LLC	Office Building	679,564,045	0.09
14.	Trizec 333 LA LLC	Office Building	666,888,311	0.09
15.	Maguire Partners 355 S. Grand LLC	Office Building	623,677,769	0.08
16.	BRE HH Property Owner LLC	Office Building	618,887,271	0.08
17.	Tishman Speyer Archstone Smith	Apartments	596,093,771	0.08
18.	Olympic and Georgia Partners LLC	Hotel	586,764,137	0.08
19.	LA Live Properties LLC	Commercial	557,713,834	0.07
20.	Maguire Properties 555 W. Fifth	Office Building	546,883,675	0.07
			$20,493,145,117	2.70%

(1) Excludes taxpayers with values derived from mineral rights or a possessory interest. Historically, among the top 10 taxpayers within the District are landowners with primary land use of oil and gas production, including Marathon Petroleum Corporation, Phillips 66 Company and Valero Energy Corporation, which are not reflected in the table above.
(2) Local Secured Assessed Valuation, excluding tax-exempt property and utility valuations: $758,850,059,087.
Source: California Municipal Statistics, Inc.

The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner. Furthermore, assessments may be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District's control.

Tax Rates, Levies and Collections

Taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. Real property that changes ownership or is newly constructed is revalued at the time the change occurs or the construction is completed. The current year property tax rate is applied to the reassessed value, and the taxes are then adjusted by a proration factor that reflects the portion of the remaining tax year for which taxes are due. The annual tax rate is based on the amount necessary to pay all obligations payable from *ad valorem* property taxes and the assessed value of taxable property in a given year. Economic and other factors beyond the District's control, such as a general market decline in land values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), pandemic, or the complete or partial destruction of taxable property caused by natural or manmade disaster such as earthquake, drought, flood, fire, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the District's outstanding general obligation bonds.

For assessment and collection purposes, property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing property (real or personal) the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is listed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Properties on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then may be sold at public auction by the County Treasurer.

Property taxes on the unsecured roll are due in one payment on the January 1 lien date and become delinquent after August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (i) a civil action against the taxpayer; (ii) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (iii) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (iv) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

In light of the financial hardship that many taxpayers are experiencing due to COVID-19 and the related recession, the Governor issued Executive Order N-61-20, which suspends, until May 6, 2021, the statutory requirements for the imposition of penalties, costs, and interest for the failure to pay property taxes on the secured or unsecured roll, or to pay a supplemental bill provided certain conditions are met. One such condition is that the taxpayer timely files a claim for relief in a form and manner prescribed by the applicable county treasurer-tax collector. For more information on the impact of the COVID-19 pandemic, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak.*"

Proposition 13 and its implementing legislation impose the function of property tax allocation on counties in the State and prescribe how levies on countywide property values are to be shared with local taxing entities within each county. The limitations in Proposition 13, however, do not apply to *ad valorem* property taxes or special assessments to pay the interest and redemption charges on indebtedness, like the District's general obligation bonds, approved by the voters.

The County levies a 1% *ad valorem* property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979.

Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions that serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas, which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

State Government Code Sections 29100 through 29107 provide the procedures that all counties must follow for calculating tax rates. The secured tax levy within the District consists of the District's share of the 1% general *ad valorem* property and unitary taxes assessed on a County-wide basis and amounts levied that are in excess of the 1% general *ad valorem* property taxes. These tax receipts are part of the District's operations. In addition, the secured tax levy also includes the amount for the District's share of special voter-approved *ad valorem* property taxes assessed on a District-wide basis, such as the *ad valorem* property taxes assessed for the District's general obligation bonds issued pursuant to the Authorizations and any related general obligation refunding bonds. *Ad valorem* property taxes levied for general obligation bonds are deposited with the County and may only be applied to pay the principal of, redemption premium, if any, and interest on the District's general obligation bonds and general obligation refunding bonds. The District does not receive such funds nor are they available to pay any of the District's operating expenses. In addition, the total secured tax levy includes special assessments, improvement bonds, supplemental taxes or other charges which have been assessed on property within the District. Since State law allows homeowners' exemptions (described above) and certain business exemptions from *ad valorem* property taxation, such exemptions are not included in the total secured tax levy. See also "– California Constitutional and Statutory Provisions Relating to *Ad Valorem* Property Taxes" above.

Further, State Education Code Section 15251 provides that all taxes levied with respect to general obligation bonds when collected will be paid into the county treasury of the county whose superintendent of schools has jurisdiction over the school district on behalf of which the tax was levied, to the credit of the debt service fund (or interest and sinking fund) of the school district, and will be used for the payment of the principal of and interest on the general obligation bonds and general obligation refunding bonds of the school district and for no other purpose. Accordingly, the County may not borrow or spend such amounts nor can the District receive such funds and use them for operating purposes.

Typical Tax Rate Area. The following Table A-9 shows *ad valorem* property tax rates for the last five fiscal years in a typical Tax Rate Area of the District (TRA 0067). TRA 0067 comprises approximately 30.23% of the total fiscal year 2020-21 assessed value of the District.

TABLE A-9
LOS ANGELES UNIFIED SCHOOL DISTRICT
Typical Tax Rates per $100 of Assessed Valuation
Fiscal Years 2016-17 through 2020-21

	2016-17	2017-18	2018-19	2019-20	2020-21
General	1.000000%	1.000000%	1.000000%	1.000000%	1.000000%
Los Angeles Unified School District(1)	0.131096	0.122192	0.123226	0.125520	0.139929
Los Angeles Community College District(1)	0.035956	0.045990	0.046213	0.027175	0.040162
City of Los Angeles(1)	0.021297	0.021345	0.023107	0.018084	0.016538
Metropolitan Water District of Southern California(2)	0.003500	0.003500	0.003500	0.003500	0.003500
Total	1.191849%	1.193027%	1.196046%	1.174279%	1.200129%

(1) Tax rate relates to bonds authorized by voters subsequent to the approval of Proposition 13.
(2) Tax rate relates to bonds authorized by voters pursuant to a special election held in 1966 (prior to the approval of Proposition 13) in the service area of the Metropolitan Water District of Southern California.
Source: California Municipal Statistics, Inc.

Secured Tax Charges and Delinquencies. The following Table A-10 sets forth real property tax charges and corresponding delinquencies for the 1% general fund apportionment, with respect to property located in the County, and for the District's general obligation bond debt service levy, with respect to the property located in the District, for fiscal years 2015-16 through 2019-20.

TABLE A-10
LOS ANGELES UNIFIED SCHOOL DISTRICT
Secured Tax Charges and Delinquencies
Fiscal Years 2015-16 through 2019-20

1% GENERAL FUND APPORTIONMENT LEVY

Fiscal Year	Secured Tax Charge[1]	Amount Delinquent June 30	Percentage Delinquent June 30
2015-16	$1,078,286,485.58	$15,318,415.41	1.42%
2016-17	1,142,718,955.32	13,595,654.87	1.19
2017-18	1,222,916,327.88	15,217,873.23	1.24
2018-19	1,311,715,583.78	17,950,532.81	1.37
2019-20	1,405,968,051.67	31,757,910.59	2.26

DISTRICT GENERAL OBLIGATION BOND DEBT SERVICE LEVY

Fiscal Year	Secured Tax Charge[2]	Amount Delinquent June 30	Percentage Delinquent June 30
2015-16	$711,852,286.31	$10,350,374.48	1.45%
2016-17	762,676,169.42	10,152,397.66	1.33
2017-18	765,484,783.08	11,238,395.43	1.47
2018-19	826,147,438.29	13,737,180.29	1.66
2019-20	903,922,222.21	25,782,448.86	2.85

(1) 1% General Fund apportionment. Excludes redevelopment agency impounds.
(2) District's general obligation bond debt service levy.
Source: California Municipal Statistics, Inc.

Property tax delinquencies may be impacted by economic and other factors beyond the District's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including reduced consumer confidence, reduced real wages or reduced economic activity as a result of a pandemic or natural or manmade disaster, such as earthquake, drought, flood, fire, toxic dumping. It is not possible for the District to make any representation regarding the extent to which an economic recession or depression could impact the ability or willingness of property owners within the District to pay property taxes in the future. For more information on the impact of the COVID-19 pandemic, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*." If delinquencies increase substantially as a result of the unprecedented events of the COVID-19 pandemic or other events outside the control of the District, the County does have the authority to increase allowances for annual reserves in the tax levy to avoid fluctuating tax levies.

Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District's receipt of property taxes is therefore subject to delinquencies.

The District is a member of the California Statewide Delinquent Tax Finance Authority ("CSDTFA"). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the Government Code of the State of California. Historically, CSDTFA has from time to time purchased delinquent *ad valorem* property tax receivables related to the District's share of the 1% general ad valorem property tax levy (not the additional ad valorem property tax levy for debt service on the District's general obligation bonds) from the District. However, the District cannot predict whether CSDTFA will continue to make such purchases in the future. CSDTFA purchased the District's delinquent *ad valorem* tax receivables related to the 1% general *ad valorem* property tax levy attributable to fiscal year 2019-20 from the District at a purchase price equal to 110% of such receivables. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. As indicated above, as a result of the recent outbreak of COVID-19 and Executive Order N-61-20, property owners within the County affected by COVID-19 may submit a request to have late penalties incurred during the period of April 1, 2020 to May 6, 2021 cancelled if they were unable to pay their property taxes from as a result of hardships caused by COVID-19.

DISTRICT FINANCIAL INFORMATION

District Financial Policies and Related Practices

General. The District has three key financial policies: a budget and finance policy (the "Budget and Finance Policy"), a debt management policy (the "Debt Management Policy") and an investment policy (the "Investment Policy").

Budget and Finance Policy. The District has adopted a Budget and Finance Policy pursuant to which the District creates and funds reserves for operating purposes (collectively, the "Operating Reserves") and liability management purposes (collectively, the "Liability Reserves"). The Budget and Finance Policy reflects reserve categories promulgated by the Government Accounting Standards Board ("GASB") and incorporates certain reserve categories established by the District. See "STATE FUNDING OF SCHOOL DISTRICTS – Limitations on School District Reserves" herein.

Operating Reserves. The District uses the Operating Reserves to manage its budget for each fiscal year. A portion of the District's authorized appropriations are set aside in the Operating Reserves. The District generally appropriates amounts from the General Fund based on the amount estimated in its budget. However, the District may appropriate funds from unspent balances within the Operating Reserves, if necessary. Accordingly, the District uses the Operating Reserves to ensure that appropriations reflect the District's actual General Fund expenditures. The current Operating Reserves include nonspendable reserves, restricted reserves, committed reserves, assigned reserves, and unassigned reserves, the latter of which includes the District's reserve for economic uncertainties (the "Reserve for Economic Uncertainties"). Pursuant to the California Code of Regulations, school districts with an ADA of 400,001 or greater, such as the District, must maintain a reserve for economic uncertainties of 1% of General Fund appropriations.

Pursuant to the Budget and Finance Policy, the District's total General Fund balance may not be less than an amount equal to 5% of total General Fund expenditures and net transfers out during a fiscal year (the "5% Minimum Reserve Threshold"). In addition, the Budget and Finance Policy requires the projected General Fund balance to satisfy the 5% Minimum Reserve Threshold in each of the two subsequent fiscal years which the District includes in its interim financial reports. See "– District Budget – *Fiscal Year 2020-21 Revised Budget*" herein. In the event that the District's estimates indicate that the total General Fund balance will not satisfy the 5% Minimum Reserve Threshold in any of the current fiscal year or two subsequent fiscal years, the Budget and Finance Policy directs the District to develop and implement budget proposals to restore reserve balances to the 5% Minimum Reserve Threshold.

Based on the Fiscal Year 2020-21 Revised Budget, the District's Operating Reserves are expected to satisfy both the 5% Minimum Reserve Threshold and the 1% statutory reserve requirement for fiscal years 2020-21, 2021-22 and 2022-23. Unlike the 5% Minimum Reserve Threshold, the 1% statutory reserve requirement is based on the unrestricted and unassigned ending fund balance only and does not take into account the restricted, committed, or assigned ending fund balances. See "– District Budget – *Fiscal Year 2020-21 Revised Budget*" herein.

Liability Reserves. Pursuant to the Budget and Finance Policy, the District must establish several Liability Reserves, including a self-insurance reserve, a workers' compensation reserve (the "Workers' Compensation Fund"), a health and welfare reserve (the "Health and Welfare Benefits Fund"), and an other-post-employment benefits ("OPEB") reserve (the "OPEB Trust Fund"), and a pension (CalSTRS and CalPERS) reserve (the "Pension Reserve").

The amount required to be on deposit in the Workers' Compensation Fund is established with information from an independent actuary. The District determines the annual budget for workers' compensation by reviewing the amount necessary to fund its outstanding workers' compensation liability to the actuarially recommended level based on the central estimate approach and by additionally calculating the amount necessary for claims and operation of the Workers' Compensation Fund. The District uses the difference of the current fiscal year's central estimate versus that from the previous fiscal year to establish the amount necessary to fund projected liabilities. With respect to funding claims activity, the amount required to be on deposit in the Workers' Compensation Fund is based on the anticipated increase in claims cost in the current fiscal year versus the prior fiscal year. Such amount is generally higher than the amount recommended in the actuarial report. See "– Risk Management and Litigation" herein.

The District Board approved the creation of an irrevocable trust for its OPEB liability (the "OPEB Trust Fund") in May 2014. The Budget and Finance Policy directs the District, subject to approval by the District Board, to make annual contributions to the OPEB Trust Fund when the balance in the General Fund exceeds the 5% Minimum Reserve Threshold to the extent possible. In the event that the unrestricted portion of the General Fund is above 5% of the unrestricted revenues (after the annual OPEB contribution has been determined), the Budget and Finance Policy directs the District to make an additional contribution from the assigned OPEB reserve to the OPEB Trust Fund. See "– Other Postemployment Benefits" herein. As of June 30, 2020, the net position of the OPEB Trust Fund was approximately $426.0 million (unaudited).

The Health and Welfare Benefits Fund is used to pay all health and welfare payments for active employees and retirees. The District determines funding of the Health and Welfare Benefits Fund based on the applicable health benefits agreement for each of the applicable years. See "– Employees and Labor Relations – *Negotiations Regarding Labor Contracts*" herein. As of June 30, 2020, the net position of the Health and Welfare Benefits Fund was approximately $393.5 million (unaudited).

Debt Management Policy. The Debt Management Policy establishes formal guidelines for the issuance and management of the District's debt and other financial obligations. The Debt Management Policy establishes targets and ceilings for certificates of participation ("COPs") and unhedged variable rate exposure and sets forth benchmark debt ratios that include both COPs and the District's general obligation bonds. The Debt Management Policy also requires the District to annually publish a comprehensive debt report that, among other things, provides information on tax rates related to the District's general obligation bonds and credit factors that reflect the District's ratings.

The Debt Management Policy is required to be reviewed annually. The current Debt Management Policy was approved by the District Board on June 23, 2020. The District is in compliance with the Debt Management Policy. The Debt Management Policy establishes a ceiling of 2.0% for the ratio of COPs gross annual debt service to District General Fund expenditures. The District Board may increase the target at the time a new debt issuance is proposed, but such authority is not intended to exceed the ceiling established in the Debt Management Policy. As of June 30, 2020, the maximum fiscal year COPs debt service was approximately 0.32% of the District General Fund expenditures during fiscal year 2019-20. As of September 1, 2020, the District had outstanding COPs in the aggregate principal amount of approximately $162.92 million. (See "THE REFUNDING PLAN" in the forepart of this Official Statement for more information on the execution and delivery of the Certificates and the refunding of the Prior Lease Obligations (as defined herein).) The Debt Management Policy limits unhedged variable rate debt to $100 million and requires reporting of the debt ratios and benchmarks. The District currently has no variable interest rate exposure.

Investment Policy. The foremost objective of the District's Investment Policy is safety. In addition, the Investment Policy directs the District to invest public funds in a manner that will maximize the investment return on all of its funds with maximum security while meeting the daily cash flow demands of each portfolio of the District and conforming to all federal, State, and local statutes governing the investment of public funds. Further, the Investment Policy directs that all investments of the District be undertaken to ensure the preservation of capital in the overall portfolio. To attain this objective, the District may diversify its investments by investing funds among a variety of securities offering independent returns. In addition, the Investment Policy requires the District's investment portfolios remain sufficiently liquid to enable the District to meet its operating requirements and be structured to attain a maximum return commensurate with its investment risk constraints and the cash flow characteristics of each portfolio. The District is in compliance with the Investment Policy.

The District's operating funds and all of the debt service funds maintained for repayment of general obligation bonds are deposited in the County Treasury Pool in accordance with State law and managed pursuant to the County's Investment Policy, a copy of which can be found at http://ttc.lacounty.gov/. Such website is not incorporated herein by reference and the District, its counsel (including Bond Counsel and Disclosure Counsel), the Municipal Advisor, the Underwriters and their counsel do not make any representation as to the accuracy of the information provided therein. See APPENDIX F – "THE LOS ANGELES COUNTY TREASURY POOL." However, with the concurrence of the County's Treasurer and Tax Collector, the District may direct the investment of funds in certain of its operating funds and debt service funds so long as such direction complies with both the County's investment policy and the District's Investment Policy. In addition, the District can direct the investment of indentured funds held by third party trustees with regard to certain issuances of COPs pursuant to a prescribed list of permitted investments.

Cybersecurity Practices. The District has implemented a standards-based information security management program ("ISMP") in order to minimize the impact and frequency of cybersecurity incidents. The ISMP includes a number of procedural, technical, and physical security safeguards that take into account the District's cyber threats and vulnerabilities. Safeguards include, but are not limited to, policies that require employees, students, and parents to acknowledge their obligation to protect District information, cybersecurity training for employees, next generation network security technologies, and access control systems.

The District collects, processes, and distributes an enormous amount of private, protected and personal information on students, staff, parents, visitors, and contractors. As the custodian of such information, the District is constantly facing a variety of persistent and evolving cybersecurity threats. In January 2015, the District experienced a denial of service attack, which slowed its internet connection for approximately three hours. The District's Information Technology Division was unable to positively identify the attacker; however, the District upgraded its network security equipment to better detect and prevent similar future attacks. In 2019, the District experienced a cyberattack that resulted in unauthorized access to a limited number of student records; the software vulnerability was resolved the same day. As a result of the COVID-19 pandemic, the District has rapidly implemented remote learning and working programs for students and employees, which increases the District's vulnerability to cyberattacks. However, the District is actively managing such vulnerabilities.

In 2016, the District hired a Director of Information Technology Security, who developed and implemented the ISMP to protect the confidentiality, integrity, and availability of information assets managed by the District's Information Technology Division and comply with all applicable information protection regulations including the Family Educational Rights and Privacy Act, Children's Internet Protection Act, and the Health Care Insurance Portability and Accountability Act. The District has adopted a strategy to reduce the cost and risk of business disruptions caused by cybersecurity incidents. Incident response costs are offset by mandating that the District and its third-party information technology contractors carry annual cyber liability insurance. The District currently maintains information security and privacy insurance with electronic media liability coverage.

Significant Accounting Policies, System of Accounts and Audited Financial Statements

The CDE imposes by law uniform financial reporting and budgeting requirements for K-12 school districts. Financial transactions are accounted for in accordance with the California School Accounting Manual. The District uses fund accounting and maintains governmental funds, proprietary funds and fiduciary funds. The General Fund is the chief operating fund of the District. For a description of the other major funds of the District, see the description thereof contained in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019." Note 1 to such audited financial statements sets forth significant accounting policies that the District follows. Simpson & Simpson Certified Public Accountants, Los Angeles, California, served as independent auditor to the District for its audited financial statements for fiscal year 2018-19. See APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Typically, the District is required to file its audited financial statements for the preceding fiscal year with the State Controller's Office, the CDE and the County Superintendent of Schools by December 15 of each year. However, pursuant to Senate Bill 98, the deadline for the audited financial statements for fiscal year 2019-20 is March 31, 2021. During the last five years, the District timely filed its audited financial reports with LACOE pursuant to the Education Code by the respective deadlines therefor.

Copies of the District's audited financial statements as well as budgets and interim financial reports may be obtained from the website of the District: **www.lausd.net**. The website is not incorporated herein by reference and the District, its counsel (including Bond Counsel and Disclosure

Counsel), the Municipal Advisor, the Underwriters and their counsel do not make any representation as to the accuracy of the information provided therein.

Unaudited Actuals

General. Under current law, the District's governing board is required to approve and file an annual statement of all receipts and expenditures of the District for the preceding fiscal year (commonly referred to as the unaudited actuals) with the county superintendent of schools on or before September 15 of each year. The California Department of Education imposes a uniform accounting format for school districts. The District is under the jurisdiction of the County of Los Angeles Superintendent of Schools.

Fiscal Year 2019-20 Unaudited Actuals. The fiscal year 2019-20 unaudited actuals (the "Fiscal Year 2019-20 Unaudited Actuals") were adopted by the District Board on September 15, 2020. The Fiscal Year 2019-20 Unaudited Actuals reflect a General Fund beginning balance of approximately $2.22 billion, total estimated revenues of $7.59 billion, total estimated expenditures of $7.67 billion, other financing sources and uses of $(28.66) million, and an ending balance of $2.11 billion. The Fiscal Year 2019-20 Unaudited Actuals indicate that the General Fund ending balance of $2.11 billion consists of approximately $79.00 million for the mandatory Reserve for Economic Uncertainties, $37.67 million of non-spendable revolving cash, stores, and prepaid expenditures, $113.58 million of restricted ending balances, no committed ending balances, $1.25 billion of assigned ending balances and $538.79 million of undesignated and unassigned ending balances. In fiscal year 2019-20, the District was able to meet its financial commitments and required ending balances, as set forth in the Budget and Finance Policy. See "– District Financial Policies and Related Practices" for more information on the Budget and Finance Policy.

The Fiscal Year 2019-20 Unaudited Actuals reflect the financial impacts of the COVID-19 pandemic. In response to the COVID-19 pandemic, the District incurred costs totaling approximately $272.1 million in fiscal year 2019-20; the District received approximately $122.8 million from funding under the CARES Act in September 2020 to apply to such costs. For more information on the District's response to the COVID-19 pandemic, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak.*"

District Budget

General School District Budget Process and Oversight. State law requires that each school district maintain a balanced budget in each fiscal year. The California Department of Education imposes a uniform budgeting and accounting format for school districts. Under current law, a school district governing board must adopt and file with the county superintendent of schools a budget by July 1 in each fiscal year. The District is under the jurisdiction of the County of Los Angeles Superintendent of Schools.

The county superintendent of schools must approve, conditionally approve, or disapprove the adopted budget for each school district by September 15 in accordance with the Education Code. The county superintendent of schools is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. The county superintendent of schools is also required to determine whether the adopted budget will allow the school district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the school district to satisfy its multiyear financial commitments. The Education Code directs the county superintendent of schools to disapprove any school district budget if it determines that the budget does not include expenditures necessary to implement an LCAP or an annual update to the LCAP. See "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Local Control and*

Accountability Plan" herein for more information about LCAP generally and the requirements for fiscal year 2020-21 as a result of Executive Order N-56-20 and the 2020-21 State Budget.

In the event that the county superintendent of schools conditionally approves or disapproves the school district's budget, the county superintendent of schools will submit to the governing board of the school district no later than September 15 of such year recommendations regarding revisions of the budget and the reasons for the recommendations, including, but not limited to, the amounts of any budget adjustments needed before the county superintendent of schools can approve that budget. In addition, school districts must make available for public review any revisions to revenues and expenditures that it has made to its budget to reflect the funding made available by the State Budget Act (defined herein) not later than 45 days after the enactment of the State Budget Act.

The governing board of the school district, together with the county superintendent of schools, must review and respond to the recommendations of the county superintendent of schools before October 8 at a regular meeting of the governing board of the school district. The county superintendent of schools will examine and approve or disapprove of the revised budget by November 8 of such year. If the county superintendent of schools disapproves a revised budget, the county superintendent of schools will call for the formation of a budget review committee. By December 31 of each year, every school district must have an adopted budget, or the county superintendent of schools may impose a budget and will report such school district to the State Legislature and the Department of Finance. In prior years, LACOE has granted a conditional approval to certain of the District's budgets pending, among other things, approval of the District's LCAP, information regarding collective bargaining and other budgetary considerations. However, in the last ten years, LACOE has not disapproved any budget submitted to it by the District. LACOE approved the District's Fiscal Year 2020-21 Original Adopted Budget. See " – *Fiscal Year 2020-21 Original Adopted Budget"* below. LACOE has not reviewed and commented on the District's Fiscal Year 2020-21 Revised Budget. See " – *Fiscal Year 2020-21 Revised Budget*" below.

Subsequent to approval, the county superintendent of schools will monitor each school district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the school district can meet its current or subsequent year financial obligations. If the county superintendent of schools determines that a school district cannot meet its current or the subsequent year's obligations, the county superintendent of schools will notify the school district's governing board, the Superintendent of Public Instruction and the president of the State board (or the president's designee) of the determination and take at least one of the following actions, and all actions that are necessary to ensure that the school district meets its financial obligations: (a) develop and impose, after also consulting with the Superintendent of Public Instruction and the school district's governing board, revisions to the budget that will enable the school district to meet its financial obligations in the current fiscal year, (b) stay or rescind any action inconsistent with the ability of the school district to meet its obligations for the current or subsequent fiscal year, (c) assist in developing, in consultation with the school district's governing board, a financial plan that will enable the school district to meet its future obligations, (d) assist in developing, in consultation with the school district's governing board, a budget for the subsequent fiscal year and (e) as necessary, appoint a fiscal advisor to perform the aforementioned duties. The county superintendent of schools will also make a report to the Superintendent of Public Instruction and the president of the State board or the president's designee about the financial condition of the school district and the remedial actions proposed by the county superintendent of schools. However, the county superintendent of schools may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the county superintendent of schools assumed authority.

Fiscal Stabilization Plan. The District's budgetary practices in recent fiscal years have resulted in budgets that project a structural deficit, resulting from budgeted expenditures continually exceeding budgeted revenues. (For the District's actual results, see "– *District General Fund Budgets and Audited* *and Unaudited Actuals"* and Table A-11 below.) As a result, in January 2019, LACOE assigned a team of fiscal experts to coordinate with the District to implement actions to stabilize and improve the financial condition of the District. At LACOE's request, the District adopted a fiscal stabilization plan on June 18, 2019 (the "Fiscal Stabilization Plan"). The Fiscal Stabilization Plan includes a teacher-to-administrator ratio waiver, savings resulting from the 50-State Medicare Advantage Plan, and certain health benefit savings for an aggregate of $280 million in savings in fiscal years 2019-20 through 2021-22. The District implemented the Fiscal Stabilization Plan during fiscal year 2019-20 and has included the reductions included in the Fiscal Stabilization Plan in its Fiscal Year 2020-21 Original Adopted Budget and Fiscal Year 2020-21 Revised Budget. Specifically, the Fiscal Year 2020-21 Revised Budget includes a one-time interfund transfer of $225 million in fiscal year 2020-21 from the Health and Welfare Fund to the General Fund, which represents healthcare savings from the 50-State Medicare Advantage Plan of $125 million and health benefit savings of $100 million. The fiscal experts assigned by LACOE and the District continue to work together to implement actions necessary to stabilize and improve the financial condition of the District.

Fiscal Year 2020-21 Original Adopted Budget. The Fiscal Year 2020-21 Original Adopted Budget was adopted by the District Board on June 30, 2020. The Fiscal Year 2020-21 Original Adopted Budget was developed with the assumptions contained in the Governor's May revision to the proposed fiscal year 2020-21 State Budget and did not reflect the revised assumptions contained in the 2020-21 State Budget, which among other things includes an increase in LCFF funding and provides additional one-time federal revenues under the CARES Act. As such, the Fiscal Year 2020-21 Original Adopted Budget reflected deficit spending in fiscal years 2020-21, 2021-22, and 2022-23 and projected that fiscal year 2022-23 would not meet the minimum statutory reserve requirement.

In its September 2020 letter to the District, LACOE approved the Fiscal Year 2020-21 Original Adopted Budget with the understanding that Fiscal Year 2020-21 Original Adopted Budget did not reflect the revised assumptions contained in the 2020-21 State Budget, and that such assumptions are reflected in the Fiscal Year 2020-21 Revised Budget and will be reflected in the District's fiscal year 2020-21 first interim report. As discussed above, LACOE expects the District to continue to work with the LACOE team of fiscal experts assigned to the District to implement actions necessary to stabilize and improve the financial condition of the District. See " – *Fiscal Stabilization Plan*" above for more information.

Fiscal Year 2020-21 Revised Budget. On August 25, 2020, the District Board adopted the Fiscal Year 2020-21 Revised Budget, which reflects the revised assumptions contained in the 2020-21 State Budget. Specifically, the 2020-21 State Budget resulted in the following major funding changes to the Fiscal Year 2020-21 Original Adopted Budget:

- LCFF: The District's LCFF entitlement increased through an elimination of the 10% reduction on both the base rates and add-on funding that were included in the Governor's May revision to the proposed fiscal year 2020-21 State Budget. Instead, LCFF is funded at the fiscal year 2019-20 base rates by suspending the 2.31% statutory cost-of-living adjustment.

- CARES Act Funding: The District estimates receiving one-time funding under the CARES Act in the amount of $856.1 million in support of its COVID-19 response. For details on the CARES Act funding the District anticipates, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*."

- Special Education: The changes in special education funding result in an overall increase in special education funding the District is receiving.

The Fiscal Year 2020-21 Revised Budget also reflects other changes in the District's finances and operations. The Fiscal Year 2020-21 Revised Budget reflects total budgeted costs of approximately $935 million associated with reopening schools (when appropriate), operations, and the continuity of learning in fiscal year 2020-21. The difference between such budgeted costs and the approximately $856.1 million in CARES Act funding that the District expects to receive is covered through reallocations within the District's General Fund budget. The District also budgets contributions for ongoing and major maintenance and the Reserve for Economic Uncertainties to meet statutory requirements. (A detailed list of the assumptions and policies included in the Fiscal Year 2020-21 Revised Budget is included below.) Ultimately, the funding included in the 2020-21 State Budget and other adjustments made by the District for the operational needs of the District result in a Fiscal Year 2020-21 Revised Budget that reflects positive unrestricted estimated ending balances for fiscal years 2020-21 through 2022-23. Nonetheless, given the rapidly evolving nature of the COVID-19 pandemic and the uncertainty of additional federal funding and its impact on the 2020-21 State Budget, the Fiscal Year 2020-21 Revised Budget is subject to change throughout the current fiscal year as additional information becomes available. The District cannot predict the full impact of COVID-19 on the District's finances for fiscal year 2020-21.

The Fiscal Year 2020-21 Revised Budget projects a General Fund beginning balance of approximately $1.87 billion, total estimated revenues of $8.21 billion, total estimated expenditures of $8.45 billion, other financing sources and uses of $286.63 million, and an ending balance of $1.91 billion. The Fiscal Year 2020-21 Revised Budget projects that its General Fund ending balance of $1.91 billion will consist of approximately $85.21 million for the mandatory Reserve for Economic Uncertainties, $27.32 million of non-spendable revolving cash, stores, and prepaid expenditures, $55.18 million of restricted ending balances, no committed ending balances, $568.23 million of assigned ending balances and $1.18 billion of undesignated and unassigned ending balances.

The Fiscal Year 2020-21 Revised Budget includes certain assumptions and policies, including:

- suspension of the 2.31% statutory COLA with LCFF funding at fiscal year 2019-20 base rates;

- suspension of the 2.31% statutory COLA for selected categorical programs outside of the LCFF;

- LCFF funded ADA of 406,137.16 for non-charter schools and 40,469.38 for Affiliated Charter Schools;

- three-year rolling average unduplicated count and percentage of 369,385 and 84.92%, respectively, for non-charter schools and 19,451 and 45.86%, respectively, for Affiliated Charter Schools;

- an LCFF allocation of $756.5 million from the Education Protection Account (the "Education Protection Account") established by Proposition 30 (defined herein) to be spent for instruction;

- LCFF supplemental and concentration expenditure of $1,176.2 million, which includes the additional proportionality expenditures for the realignment and redesign process (see "– Risk Management and Litigation – *Litigation Regarding the Local Control Funding Formula*" and " – District Budget – *Expenditures for Unduplicated Pupils*" herein);

- suspension of the 2.31% statutory COLA on the special education apportionment and a revamped special education funding formula increasing the base rate to $625 per ADA;

- new revenue projections for lottery reflect lower rates per ADA – the unrestricted rate is estimated at $150 per ADA while the restricted rate is $49 per ADA;

- estimated funding of approximately $856.1 million under the CARES Act, which includes approximately $287.7 million from the Elementary and Secondary Schools Emergency Relief Fund provided directly from the federal government to the District, approximately $488.6 million from the Coronavirus Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, approximately $31.9 million from the Governor's Emergency Education Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, and approximately $47.9 million from the State's general fund for learning loss litigation provided from CARES Act funding administered through the State;

- approximately $935 million in costs associated with reopening schools (when appropriate), operations, and the continuity of learning in fiscal year 2020-21;

- a net enrollment decline of 10,836 students from fiscal year 2019-20 for non-charter and Affiliated Charter Schools;

- an enrollment increase of approximately 2,647 students for Fiscally Independent Charter Schools;

- funding for employee health and medical benefits at the per participant rate set forth in the 2018-2020 Health Benefits Agreement (defined herein);

- no contribution to the OPEB Trust Fund for fiscal year 2020-21;

- a decrease of 0.95% in the contribution rate for CalSTRS (defined herein) for fiscal year 2020-21 from 17.10% to 16.15%;

- an increase of 0.979% of the CalPERS (defined herein) employer contribution rate for fiscal year 2019-20 from 19.721% to 20.7%;

- a California consumer price index of 0.62% on other operating expenditures, except utilities which is projected to increase by 12.65%;

- ongoing and major maintenance resources of $251.9 million, which constitutes approximately 3% of the District's budgeted General Fund expenditures and other financing uses, excluding CALSTRS on behalf payments made by the State;

- support to the cafeteria program and child development from the General Fund of $10.6 million and $38.6 million, respectively, in fiscal year 2020-21;

- a contribution of $83.9 million to the Workers' Compensation Fund; inclusion of the total Workers' Compensation actuarially-determined funded liability of $463.7 million;

- "Primary Promise" program expenditure of $100 million, which provides resources for math and reading for early learners District-wide;

- inclusion of general obligation bonds and COPs (defined herein) proceeds, debt service and other interfund transfer expenditures and revenues in fiscal year 2020-21;

- a Reserve for Economic Uncertainties totaling $85.2 million, which reflects the statutory 1% budgeted expenditure requirement and other financing uses;

- inclusion of beginning balances in the General Fund and other funds for fiscal year 2020-21, reflecting the updated estimated ending balance as of June 30, 2020, which includes expenditures related to COVID-19;

- estimated ending balances for the General Fund and other funds for fiscal year 2020-21, which reflect the difference between the estimated revenue and expenditure levels for fiscal year 2020-21;

- authority to transfer amounts, as necessary, to implement technical adjustments related to the Fiscal Year 2020-21 Revised Budget;

- authority to implement new revenues for fiscal year 2020-21, if any, and increase budgeted appropriations accordingly;

- estimated fiscal year 2019-20 unrestricted assigned balances of $339 million are applied to the fiscal year 2020-21 unassigned balance;

- no set aside for potential disproportionality finding for fiscal years 2020-21 through 2022-23;

- a transfer from the Community Redevelopment Agency Fund to repay the General Fund in the amount of $20 million initially paid for the ongoing and major maintenance resources;

- recognition of estimated $100 million in proceeds from the sale of real estate properties; and

- one-time interfund transfer of $225 million in fiscal year 2020-21 from the Health and Welfare Fund to the General Fund in accordance with the Fiscal Stabilization Plan, which represents healthcare savings from the 50-State Medicare Advantage Plan of $125 million and health benefit savings of $100 million.

District General Fund Budgets and Audited and Unaudited Actuals. The following Table A-11 sets forth the District's Final Adopted Budgets for the District General Fund, inclusive of regular and specially funded programs, for fiscal years 2016-17 through 2020-21 and the actual results for fiscal years 2016-17 through 2018-19 and the unaudited actuals for fiscal year 2019-20. The budgeted beginning balance for each fiscal year reflects the estimated ending balance for the prior fiscal year based upon information as of the budget adoption date. Accordingly, the budgeted ending balance for a fiscal year and the subsequent budgeted beginning balance may differ from the actual ending balance and actual beginning balance.

TABLE A-11

LOS ANGELES UNIFIED SCHOOL DISTRICT
District General Fund Budget for Fiscal Years 2016-17 through 2020-21
Audited Actuals for Fiscal Years 2016-17 through 2018-19 and Unaudited Actuals for Fiscal Year 2019-20(1)(2)(3)
($ in millions)

	Final Adopted Budget 2016-17	Audited Actuals 2016-17	Final Adopted Budget 2017-18	Audited Actuals 2017-18	Revised Adopted Budget 2018-19(4)	Audited Actuals 2018-19	Final Adopted Budget 2019-20	Unaudited Actuals 2019-20	Revised Adopted Budget 2020-21(5)
Beginning Balance	$1,128.4	$1,310.2	$1,488.5	$1,765.1	$1,999.0	$2,010.8	$2,010.8	$2,216.9	$1,866.7
Revenue:									
State Apportionment	$4,430.0	$4,246.4	$4,392.1	$4,185.6	$4,475.6	$4,321.2	$4,364.8	$4,289.2	$4,122.2
Property Taxes	986.5	1,201.1	1,081.4	1,257.9	1,190.2	1,336.4	1,222.5	1,362.7	1,407.7
Total LCFF	5,416.5	5,447.5	5,473.5	5,443.5	5,665.9	5,657.6	5,587.4	5,651.9	5,529.9
Federal	713.9	615.2	645.7	589.0	632.4	636.5	767.8	631.0	1,576.6
Other State	967.1	942.9	890.2	966.8	962.5	1,220.5	873.5	1,134.2	963.1
Other Local	122.1	170.5	133.8	269.4	144.7	218.0	142.4	170.1	142.5
Total Revenue	$7,219.6	$7,176.1	$7,143.2	$7,268.7	$7,405.4	$7,732.6	$7,371.0	$7,587.2	$8,212.1
Total Beginning Balance and Revenue	$8,348.0	$8,486.3	$8,631.7	$9,033.8	$9,404.4	$9,743.4	$9,381.8	$9,804.0	$10,078.8
Expenditures									
Certificated Salaries	$2,931.9	$2,861.9	$2,870.2	$2,826.7	$2,894.1	2,980.3	$3,008.7	$2,999.3	$3,252.1
Classified Salaries	976.7	963.8	915.0	984.9	1,007.1	1,046.7	986.1	1,077.0	1,073.5
Employee Benefits	1,925.2	1,825.9	2,075.3	2,023.4	2,090.3	2,266.3	2,172.6	2,300.8	2,169.1
Books and Supplies	570.2	259.5	774.9	331.2	576.5	341.1	698.5	267.0	1,001.9
Other Operating Expenses	828.4	799.8	831.4	798.4	858.9	857.1	862.0	924.0	893.4
Capital Outlay	15.0	61.1	19.8	62.6	87.5	75.5	101.4	118.9	81.5
Debt Service	0.9	0.7	0.8	0.5	0.5	0.4	0.5	0.3	0.4
Other Outgo	7.8	5.3	7.7	4.8	7.7	4.9	7.7	5.6	7.7
Transfers of Indirect Cost	(21.6)	(19.5)	(25.6)	(24.6)	(32.7)	(30.1)	(27.3)	(23.2)	(27.0)
Total Expenditures	$7,234.5	$6,758.6	$7,469.5	$7,007.9	$7,489.8	$7,542.2	$7,810.3	$7,669.8	$8,452.7
Excess (Deficiency) of Revenue Over (Under) Expenditures	(14.9)	417.6	(326.3)	260.8	(84.4)	190.4	(439.3)	(82.6)	(240.6)
Total Other Financing Sources (Uses)	(82.8)	37.4	(41.2)	(15.2)	(41.6)	15.7	(36.5)	(28.7)	286.6
Change in Fund Balance	(97.7)	455.0	(367.5)	245.6	(126.0)	206.1	(475.7)	(111.3)	46.0
Ending Balance	$1,030.7	$1,765.1	$1,120.9	$2,010.8	$1,873.0	$2,216.9	$1,535.1	$2,105.6	$1,912.7

TABLE A-11

LOS ANGELES UNIFIED SCHOOL DISTRICT
District General Fund Budget for Fiscal Years 2016-17 through 2020-21
Audited Actuals for Fiscal Years 2016-17 through 2018-19 and Unaudited Actuals for Fiscal Year 2019-20[(1)(2)(3)] (Continued)
($ in millions)

	Final Adopted Budget 2016-17	Audited Actuals 2016-17	Final Adopted Budget 2017-18	Audited Actuals 2017-18	Revised Adopted Budget 2018-19[(4)]	Audited Actuals 2018-19	Final Adopted Budget 2019-20	Unaudited Actuals 2019-20	Revised Adopted Budget 2020-21[(5)]
Fund Balance[(6)]									
Nonspendable	$ 20.7	$ 23.5	$ 31.1	$ 27.6	$ 27.6	$ 27.3	$ 27.6	$ 37.6	$ 27.3
Restricted	151.0	163.1	150.6	135.8	74.4	114.6	56.7	113.6	55.2
Committed	--	--	--	--	91.9	174.6	87.6	87.6	--
Assigned	702.7	783.9	588.6	1,057.4	904.1	916.1	618.0	1,248.9	568.2
Reserved for Economic Uncertainties	73.4	73.4	75.4	75.4	75.6	75.6	79.0	79.0	85.2
Undesignated/Unassigned	82.9	721.3	275.3	714.7	699.4	908.6	666.3	538.8	1,176.8
	$1,030.7	$1,765.1	$1,120.9	$2,010.8	$1,873.0	$2,216.9	$1,535.1	$2,105.6	$1,912.7

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(1) Totals may not equal sum of component parts due to rounding.

(2) Includes the Regular Program and the Specially-Funded Programs.

(3) Amounts set forth in Table A-11 reflect the "Estimated Amounts" in the District's budget for the respective fiscal year rather than the "Authorized Amount." Pursuant to the Education Code, school districts may not spend more than Authorized Amount in the Final Adopted Budget as adjusted during the fiscal year.

(4) The District's budget for fiscal year 2018-19 was initially adopted by the District Board on June 19, 2018, but it received conditional approval by LACOE. At LACOE's request, the District revised its budget for fiscal year 2018-19, which was subsequently adopted by the District Board on October 2, 2018. Figures are based on such revised fiscal year 2018-19 budget.

(5) The District's original budget for fiscal year 2020-21 was adopted by the District Board on June 30, 2020. On August 25, 2020, the District Board adopted the Fiscal Year 2020-21 Revised Budget, which reflects the revised assumptions contained in the 2020-21 State Budget. Figures are based on the Fiscal Year 2020-21 Revised Budget.

(6) The nonspendable, restricted, committed, assigned, reserved for economic uncertainties and undesignated/unassigned general fund balances in millions of dollars for fiscal years 2010-11 through 2015-16 are as follows: $10.4, 266.4, --, 147.0, 65.4 and 414.3, respectively, for fiscal year 2010-11; $11.2, 186.6, --, 465.3, 65.4 and 96.4, respectively, for fiscal year 2011-12; $18.5, 138.5, --, 370.4, 65.4 and --, respectively, for fiscal year 2012-13; $19.6, 192.9, --, 336.4, 65.4 and 85.9, respectively, for fiscal year 2013-14; $20.7, 126.5, --, 418.4, 65.4 and 188.8, respectively, for fiscal year 2014-15; $31.1, 182.8, 218.3, 558.7, 72.4 and 247.0, respectively, for fiscal year 2015-16.

Sources: Los Angeles Unified School District's Final Adopted Budgets for fiscal years 2016-17 through 2020-21; Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Los Angeles Unified School District's Fiscal Year 2019-20 Unaudited Actuals.

Historical Review of District General Fund Actual Revenues and Expenditures. The following Table A-12 sets forth the District's total revenues, total expenditures and the difference reflected in the actual results for fiscal years 1999-00 through 2018-19 and in the unaudited actuals for fiscal year 2019-20.

TABLE A-12

LOS ANGELES UNIFIED SCHOOL DISTRICT
Historical Review of District General Fund Audited Revenues and Expenditures for Fiscal Years 1999-00 through 2018-19 and Unaudited Actuals for Fiscal Year 2019-20
($ in millions)

Fiscal Year	Total Revenues[1]	Total Expenditures[2]	Difference
1999-00	$ 5,076.21	$ 5,124.65	$ (48.44)
2000-01	5,686.88	5,680.87	6.01
2001-02	5,782.00	5,931.96	(149.96)
2002-03	6,090.76	6,094.08	(3.32)
2003-04	5,881.69	6,136.75	(255.06)
2004-05	6,461.93	6,436.35	25.58
2005-06	6,572.70	6,487.75	84.95
2006-07	6,994.08	6,733.36	260.72
2007-08	6,954.29	6,992.29	(38.00)
2008-09	6,764.50	6,671.80	92.70
2009-10	6,302.12	6,389.17	(87.05)
2010-11	6,428.93	6,193.37	235.56
2011-12	5,919.59	5,998.31	(78.72)
2012-13	5,722.96	5,955.05	(232.09)
2013-14	5,896.35	5,788.82	107.53
2014-15	6,452.84	6,333.28	119.56
2015-16	7,213.53	6,723.15	490.38
2016-17	7,292.27	6,837.31	454.96
2017-18	7,308.08	7,062.45	245.63
2018-19	7,788.71	7,582.63	206.08
2019-20	7,609.30	7,720.60	(111.30)

(1) Includes Other Financing Sources.
(2) Includes Other Financing Uses.
Sources: Audited Annual Financial Report for fiscal years 1999-00 through 2018-19; Los Angeles Unified School District's Fiscal Year 2019-20 Unaudited Actuals.

Expenditures for Unduplicated Pupils. The State currently requires that each school district calculate the amount of funding attributable to Supplemental Grants (defined herein) and Concentration Grants (defined herein) based on, in part, the school district's estimate of LCFF funds expended on services for Unduplicated Pupils (defined herein) in the prior year that is in addition to the LCFF funds expended on services for all pupils. In 2015, the petitioners in *California Coalition of South Los Angeles and Reyna Frias v. Los Angeles Unified School District, et. al*. (the "*Frias* Complaint") alleged that the District should not have counted approximately $450 million of General Fund expenditures for special education services, which the District estimated was provided to Unduplicated Pupils, when the District estimated the total funds expended on Unduplicated Pupils in fiscal year 2013-14. The petitioners alleged that this method of calculation violated the Education Code and the LCFF regulations. Further, the petitioners alleged that the District's method of calculation caused an error in the minimum proportionality percentage ("MPP"), which the District uses to calculate the amount by which services for Unduplicated Pupils should be increased. In May 2016, the District received a report and a decision letter (the "CDE Decision") from the CDE regarding the District's appeal of the *Frias* Complaint, which directed the District to recalculate certain aspects of the LCFF and related LCAP. See "– Risk Management and Litigation – *Litigation Regarding Local Control Funding Formula*" herein. Following the CDE's direction, the District initiated a realignment exercise to address the negative fiscal impact brought about by the CDE Decision regarding proportionality. In the realignment exercise, the District identified prior year expenditures that it thought could qualify as supplemental and concentration expenditures as well as existing and new programs that were or could be redesigned to better serve targeted student populations (collectively, the "Realignment Exercise"). The Realignment Exercise was incorporated into the District's fiscal year 2017-18 final budget adopted on June 20, 2017. In September 2017, the District, CDE and the petitioners in *Frias* executed a settlement agreement (the "Funding Settlement Agreement") that reallocated \$171.6 million over three years (\$70.8 million in fiscal year 2017-18, \$50.4 million in fiscal year 2018-19 and \$50.4 million in fiscal year 2019-20) to the District's 50 highest-needs schools (comprising 20 middle schools and 30 high schools). Pursuant to the Funding Settlement Agreement, the District, CDE and the petitioners in *Frias* agreed that the fiscal year 2017-18 LCAP is compliant with the actions required by the CDE Decision.

District Interim Financial Reports. A State law adopted in 1991 (known as "A.B. 1200") imposed financial reporting requirements on school districts and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200 and the Education Code (Section 42100 *et. seq*.), each school district is required to file two interim certifications with the county superintendent of schools (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county superintendent of schools reviews the certification and issues either a positive, negative or qualified certification. In the past five years, the District has received a qualified certification for its first and second interim reports for fiscal years 2015-16 and 2016-17, its first interim report for fiscal year 2017-18, and its first and second interim reports for fiscal year 2018-19.

A positive certification is assigned to any school district that, based on then current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that, based on then current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that, based on then current projections, may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years. A certification may be revised to a negative or qualified certification by the county superintendent of schools, as appropriate. A school district that receives a qualified or negative certification for its second interim report must provide to the county superintendent of schools, the State Controller and the Superintendent no later than June 1, financial statement projections of the school district's fund and cash balances through June 30 for the period ending April 30. Any school district that receives a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax and revenue anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the school district, unless the county superintendent of schools determines that the school district's repayment of indebtedness is probable.

For school districts under fiscal distress, the county superintendent of schools is authorized to take a number of actions to ensure that the school district meets its financial obligations, including budget revisions. However, the county superintendent of schools is not authorized to approve any diversion of revenue from *ad valorem* property taxes levied to pay debt service on district general obligation bonds. A school district that becomes insolvent may, upon the approval of a fiscal plan by the county superintendent of schools, request an emergency appropriation from the State, in which case the county superintendent of schools, the Superintendent of Public Instruction and the president of the State board or the president's designee will appoint a trustee to serve the school district until it has adequate fiscal systems and controls in place. The acceptance by a school district of an emergency apportionment exceeding 200% of the reserve recommended for that school district constitutes an agreement that the county superintendent of schools will assume control of the school district in order to ensure the school district's return to fiscal solvency.

In the event the State elects to provide an emergency apportionment to a school district, such apportionment will constitute an advance payment of apportionments owed to the school district from the State School Fund and the Education Protection Account. The emergency apportionment may be accomplished in two ways. First, a school district may participate in a two-part financing in which the school district receives an interim loan from the State general fund, with the agreement that the school district will subsequently enter into a lease financing with the California Infrastructure and Economic Development Bank for purposes of financing the emergency apportionment, including repaying such amounts advanced to the State general fund. State law provides that so long as bonds from such lease financing are outstanding, the recipient school district (via its administrator) cannot file for bankruptcy. As an alternative, a school district may receive an emergency apportionment from the State general fund that must be repaid in 20 years. Each year, the Superintendent of Public Instruction will withhold from the apportionments to be made to the school district from the State School Fund and the Education Protection Account an amount equal to the emergency apportionment repayment that becomes due that year. The determination as to whether the emergency apportionment will take the form of a lease financing or an emergency apportionment from the State general fund will be based upon the availability of funds within the State general fund.

Employees and Labor Relations

General. The District has twelve bargaining units with existing contracts. The largest bargaining unit among the District's employees is United Teachers Los Angeles ("UTLA"), which is comprised of, among other employees, teachers, counselors, advisers, nurses, psychologists, and social workers. In addition, certain employees are not represented by a formal bargaining unit (the "District Represented Employees"). The following Table A-13 sets forth the number of members of each bargaining unit as of September 1, 2020, and the expiration dates of the existing or successor labor agreements with each of the District's employee bargaining units.

TABLE A-13

LOS ANGELES UNIFIED SCHOOL DISTRICT
Employee Bargaining Units and Contract Expiration Dates
As of September 1, 2020

Employee Bargaining Unit	Members	Contract Expiration Date (June 30)
Associated Administrators of Los Angeles (“AALA”) (Certificated)	2,614	2020[2]
Unit A (School Police)	359	2020[2]
Unit B (Instructional Aides)	12,375	2020[2]
Unit C (Operations – Support Services)	7,834	2020[2]
Unit D (Office – Technical and Business Services)	3,880	2020[2]
Unit E (Skilled Crafts)	1,428	2020[2]
Unit F (Teacher Assistants)	3,226	2020[2]
Unit G (Playground Aides)	6,932	2020[2]
Unit H (Sergeants and Lieutenants)	65	2020[2]
Unit J (Classified Management)	324	2021
Unit S (Classified Supervisors)	3,165	2020[2]
United Teachers Los Angeles	34,581	2022
District Represented Employees[1]	541	N/A

(1) District-represented employees include employees that are not represented by a union due to their designation as management, confidential or unrepresented employees. Does not include unrepresented seasonal employees.
(2) The District and the applicable bargaining unit are operating under the terms of the expired contract until a new contract is negotiated with such bargaining unit.

Source: Los Angeles Unified School District Office of Labor Relations.

Negotiations Regarding Labor Contracts. The collective bargaining agreement between UTLA and the District was approved by the District Board in January 2019 (the “UTLA Agreement”). Under the UTLA Agreement, UTLA has the option to reopen negotiations regarding salary in fiscal years 2020-21 and 2021-22, and such reopener negotiations have begun for fiscal year 2020-21. UTLA requested a 4% salary increase for their members, salary increases and differentials for specified classes, reduction of special education class sizes, and reduction of caseloads for certain classes. As a result of the UTLA Agreement, the District has budgeted a total ongoing increase in employee compensation costs of $319 million in fiscal year 2020-21. The District and UTLA reached agreements relating to the continuity of compensation and benefits and working conditions for distance learning in light of the current COVID-19 pandemic.

SEIU Local 99 (Units B, C, F and G) reached a three-year agreement (the “SEIU Agreement”) with the District in May 2018. The SEIU Agreement provides for an economic reopener in fiscal year 2019-20, and the District and SEIU are currently in discussions regarding such reopener. SEIU has proposed a 5% wage increase for the fiscal year 2019-20 economic reopener. Negotiations regarding the fiscal year 2019-20 economic reopener are ongoing. Separately, the District and SEIU reached an agreement relating to the continuity of compensation and benefits, differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model, and working conditions for distance learning in light of the current COVID-19 pandemic. On September 14, 2020, the District received SEIU’s initial proposal for a successor agreement. Such initial proposal will be presented at an upcoming District Board meeting.

AALA (Certificated Administrators) reached a three-year agreement (the “AALA Agreement”) with the District in July 2018. The AALA Agreement has a reopener on one (1) non-economic article in fiscal year 2018-19 year and three (3) articles in fiscal year 2019-20. Separately, the District and AALA reached agreement on the continuity of compensation and benefits for employees and details of working conditions for distance learning in light of the current COVID-19 pandemic.

CSEA (Unit D – Professional and Technical Services) and the District reached an agreement on the continuity of compensation and benefits for employees and details of working conditions for distance learning in light of the current COVID-19 pandemic. The District expects that CSEA will begin successor negotiations soon. Separately, the District and CSEA reached an agreement relating to the continuity of compensation and benefits, differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model, and working conditions for distance learning in light of the current COVID-19 pandemic.

Teamsters (Unit S – Classified Supervisors) reached a three-year agreement (the "Teamsters Agreement") with the District in September 2018. The Teamsters Agreement contains a wage reopener in fiscal year 2019-20 and a language reopener for two (2) contract articles. The District and the Teamsters reached an agreement on the fiscal year 2019-20 reopener with respect to salary, hours of work, and tuition reimbursement. Separately, the District and the Teamsters reached an agreement relating to the continuity of compensation and benefits, differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model, and working conditions for distance learning in light of the current COVID-19 pandemic.

LASPA (Unit A – School Police) reached a three-year agreement (the "LASPA Agreement") with the District, which was approved by the District Board in March 2019. LASPA has requested to reopen in accordance with the fiscal year 2019-20 reopener, which is limited to two (2) contract articles. LASPA has proposed a 7.5% increase in base salary effective July 1, 2019 and each July 1st of the following 3 years. Reopener negotiations are currently on hold. Separately, the District and LASPA have a side letter in place regarding differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model. In light of the recent cuts to the school police budget for fiscal year 2020-21, LASPA has demanded to bargain regarding the effects of such cuts.

LASPMA (Unit H – School Police Management) reached a three-year agreement (the "LASPMA Agreement") in January 2019, which was approved by the District Board in March 2019. Negotiations regarding a successor agreement are currently on hold. Separately, the District and LASPMA have a side letter in place regarding differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model. In light of the recent cuts to the school police budget for fiscal year 2020-21, LASPMA has demanded to bargain regarding the effects of such cuts.

Trades (Unit E) concluded successor negotiations with the District and reached an agreement (the "Trades Agreement"), which was approved by the District Board in March 2019. The Trades Agreement contains a limited reopener for those bargaining unit members who did not receive an adjustment for economic inequities for fiscal year 2019-20. Trades has indicated that they will begin successor negotiations soon. Separately, the District and Trades have an agreement in place regarding differential pay for physically reporting to a worksite ($3.50/hour) through December 31, 2020 or whenever students return to a hybrid instruction model.

AALA (Unit J – Classified Managers) concluded successor negotiations with the District and reached an agreement (the "AALA Unit J Agreement"), which was approved by the District Board in April 2019. The AALA Unit J Agreement provides a reopener on one (1) non-economic article in fiscal year 2020-21 year and three (3) articles in fiscal year 2019-20. The District and AALA reached agreement on the continuity of compensation and benefits for employees and details of working conditions for distance learning in light of the current COVID-19 pandemic.

The District entered into a three-year agreement with all of its bargaining units on health and welfare benefits for calendar years 2018 through 2020 (the "Health and Welfare Agreement"). Either party (the District or the unions representing District employees) may request to begin bargaining for a successor healthcare agreement after March 15, 2020. As of the date hereof, neither party has demanded to bargain for a successor healthcare agreement. In the absence of a subsequent negotiated agreement, the calendar year 2020 contribution rates set forth in the Health and Welfare Agreement will remain in effect for calendar year 2021. The Health and Welfare Agreement provides $1.1 billion annually for health and welfare benefits (the funding level for calendar year 2017) and provides resources for health care coverage to continue in the same manner for current employees and retirees without increasing costs. The Health and Welfare Agreement also provided that if the employee bargaining units, in consultation with and through the District's Health Benefits Committee, achieve a $200 million reduction in OPEB liability during the life of the agreement and do not voluntarily make any changes that result in the District's health plans becoming more expensive, then the District's contribution for 2020 shall be increased to ensure there is at least $100 million in its health care reserves. Any amounts in excess of $100 million in the health care reserves as of December 31, 2020 will, at the District's discretion, be transferred to the District's General Fund or used to offset the District's contribution levels for 2021. As of June 30, 2020, there are $345.0 million in health care reserves, and the District expects to transfer $225 million to the District's General Fund for fiscal year 2020-21. The Health and Welfare Agreement also provided for a committee to study methods to reduce the District's OPEB liability and explore ways to reduce the percentage of spending on health care as a percentage of the District's total budget. For more information on the results of such efforts and the District's implementation of the Anthem PPO (as defined herein) and resulting reduction in the District's OPEB liability, see " – Other Postemployment Benefits – *Fiscal Year 2018-19 OPEB Liability and 2019 Actuarial Valuation*."

Reduction in Force and Release Notices. In general, pursuant to Sections 35031 and 44951 of the Education Code, the District must give written notice to a certificated employee by the March 15, prior to the commencement of a school year if such certificated employee is to be released or reassigned for that school year. Further, pursuant to Section 44955.5 of the Education Code, the District Board has the authority to terminate certificated employees between the period commencing five days after the enactment of the annual State Budget Act and August 15 of the fiscal year to which the State Budget Act applies if the District's LCFF apportionment per unit of ADA has not increased by at least 2% for such fiscal year; however, in connection with the 2020-21 State Budget, the State Legislature amended Section 44955.5 of the Education Code to be inoperative for fiscal year 2020-21 in light of the COVID-19 pandemic and one-time funding provided to school districts to mitigate effects of the COVID-19 pandemic.

In order to provide flexibility in the event budget reductions are necessary in a given fiscal year, the District Board may approve the use of Reduction in Force and Release Notices for a portion of its certificated employees. On February 4, 2020, the District Board authorized Reduction in Force and Release Notices for all certificated contract level management and senior management employees of the classified service with expiring contracts and all non-school based administrators in specified positions informing them that they may be released or reassigned for fiscal year 2020-21, and authorizing staff to send subsequent notices by June 30, 2020, to employees, or at least 45 days in advance of their expiring contract, or as specified. In accordance with Section 44955.5 of the Education Code, as amended by the 2020-21 State Budget, no certificated employees were terminated as a result of insufficient LCFF funding.

In general, pursuant to Section 45117 of the Education Code, classified employees may be released with 60 days' notice of layoff following action by the District Board. When classified employees are laid off at the end of a school year due to the expiration of categorical funding, notice must be given on or before April 29 of such fiscal year. However, pursuant to SB 98, which was adopted in connection with the 2020-21 State Budget for fiscal year 2020-21, the governing board of a school district, county office of education, community college district, or joint powers authority is prohibited from implementing layoffs or releases of any permanent or probationary classified employees who hold classifications in, or are assigned to positions in, nutrition, transportation, or custodial services.

On June 30, 2020, the District Board authorized notices of layoff to certain classified personnel. Classified employees scheduled for layoff with permanent status were provided with the required sixty-day notice. The layoffs were implemented September 1, 2020. The few notices provided to classified personnel assigned to nutrition, transportation, or custodial services were retracted in accordance with SB 98.

Retirement Systems

General. The District currently participates in CalSTRS, CalPERS and PARS (defined herein). The amounts of the District's contributions to CalSTRS, CalPERS and PARS are subject to, among other things, modifications to or approvals of collective bargaining agreements and any changes in actuarial assumptions used by CalSTRS, CalPERS and PARS.

The information set forth below regarding CalSTRS and CalPERS and their respective actuarial valuations and comprehensive annual financial reports has been obtained from publicly available sources and has not been independently verified by the District and is not guaranteed as to the accuracy or completeness thereof by or to be construed as a representation by the District. Furthermore, the summary data below should not be read as current or definitive, as recent gains or losses on investments made by the retirement systems generally may have changed the unfunded actuarial accrued liabilities stated below.

The following Table A-14 sets forth the District's aggregate contributions to CalSTRS, CalPERS and PARS, inclusive of employee contributions to CalPERS paid by the District, for fiscal years 2016-17 through 2018-19, the unaudited contribution for fiscal year 2019-20, and the budgeted contribution for fiscal year 2020-21 and these contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2016-17 through 2020-21. See Table A-15 "Annual Regular CalSTRS Contributions," Table A-17 "Annual CalPERS Regular Contributions" and Table A-20 "Annual PARS Contribution." See also the District's financial statements for fiscal year 2018-19 contained in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

TABLE A-14

LOS ANGELES UNIFIED SCHOOL DISTRICT
Aggregate Employer Contributions to CalSTRS, CalPERS and PARS
Fiscal Years 2016-17 through 2020-21
($ in millions)

Fiscal Year	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2016-17	$520.8	5.91%
2017-18	591.4	6.19
2018-19	708.6	7.05
2019-20[2]	746.8	7.33
2020-21[3]	823.7	7.30

(1) Reflects data for all District Funds, including the District's General Fund. Excludes on-behalf payments from the State to CalSTRS and CalPERS.
(2) Unaudited.
(3) Budgeted.

Sources: Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget; and the District for the percentage of Total Governmental Funds Expenditures.

California State Teachers' Retirement System. CalSTRS is a defined benefit plan that covers all full-time certificated District employees and some classified District employees, which are District 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. Copies of the CalSTRS' comprehensive annual financial report may be obtained from CalSTRS, P.O. Box 15275, Sacramento, California 95851-0275. The information presented in these reports is not incorporated by reference in this Official Statement.

Member benefits are determined pursuant to the Education Code and are generally based on a member's age, final compensation and years of credited service. Members are 100% vested in retirement benefits after five years of credited service and are eligible for "normal" retirement at age 60 and for early retirement at age 55 or at age 50 with 30 years of credited service. The normal retirement benefit is 2% of final compensation (as defined in the Education Code) for each year of credited service (up to 2.4% of final compensation for members retiring after age 60), and members who retire on or after January 1, 2011 with 30 or more years of service by December 31, 2010 receive monthly bonus payments of up to $400 per month. Members hired on or after January 1, 2013 who retire at age 62 are eligible for a benefit equal to 2% of final compensation for each year of credited service (up to 2.4% of final compensation for members retiring after age 62). Benefits include a 2% cost of living increase (computed on a simple, non-compounded, basis based on the initial allowance) on each September 1 following the first anniversary of the effective date of the benefit. See "– *California Public Employees' Pension Reform Act of 2013*" herein and Note 9 set forth in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Funding; Contributions. The CalSTRS defined benefit plan (the "DB Plan") 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. Prior to fiscal year 2014-15, the statutorily-set rate did not vary annually to adjust for funding shortfalls or actuarial surpluses. As a result, the combined employer, employee and State contributions to the DB Plan were not sufficient to pay actuarially required amounts. To address the shortfall, Assembly Bill 1469 ("AB 1469"), signed into law by the Governor as part of the fiscal year 2014-15 State Budget, increased member, employer and State contributions as part of a plan to eliminate CalSTRS' unfunded liability.

The State is not an employer (with certain limited exceptions) in any of the CalSTRS programs but contributes to the DB Plan and a supplemental benefits maintenance account pursuant to provisions of the Education Code. For fiscal year 2019-20, the State contributed 7.828% of members' annual earnings to the DB Plan and an additional 2.5% of member earnings into the CalSTRS supplemental benefit maintenance account, which is used to maintain the purchasing power of benefits.

The District's employer contribution rate for fiscal year 2020-21 is expected to be approximately 16.15% of covered payroll, as a result of the 2020-21 State Budget, which redirects $2.3 billion originally appropriated in the fiscal year 2019-20 State Budget for long-term unfunded liabilities and applies it instead to further reduce employer contribution rates in fiscal years 2020-21 and 2021-22. See "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget*" herein. The District's employer contribution rate is inclusive of the employer base contribution of 8.25% of payroll provided by the Education Code. Pursuant to the Education Code, the District's employer contribution rate increased by 1.85% of covered payroll annually beginning July 1, 2015 and was to increase to 19.10% of covered payroll in fiscal year 2020-21. However, to provide immediate and long-term relief to school districts facing rising pension costs, both the fiscal year 2019-20 State Budget and the 2020-21 State Budget have included funding to buy down employer contribution rates.

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) was 10.25% for fiscal years 2016-17 through 2019-20 and will remain 10.25% 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 9.205% for fiscal years 2016-17 and 2017-18, 10.205% for fiscal years 2018-19 and 2019-20, and will remain 10.205% for fiscal year 2020-21. The State Teachers Retirement 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. See "*– Pension Accounting and Financial Reporting Standards*" and "STATE FUNDING OF SCHOOL DISTRICTS – Limitations on School District Reserves" herein.

The following Table A-15 sets forth the District's regular annual contributions to CalSTRS for fiscal years 2016-17 through 2018-19, the unaudited contribution for fiscal year 2019-20, the budgeted contribution for fiscal year 2020-21 and these contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2016-17 through 2020-21. The District has always paid all required CalSTRS annual contributions. As of June 30, 2020, 35,945 District employees were members of CalSTRS.

TABLE A-15

LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual Regular CalSTRS Contributions
Fiscal Years 2016-17 through 2020-21
($ in millions)

Fiscal Year	CalSTRS Employer Rate	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2016-17	12.58%	$358.1	4.06%
2017-18	14.43	407.2	4.26
2018-19	16.28	483.2	4.81
2019-20[2]	17.10	510.7	5.01
2020-21[3]	16.15	545.5	4.84

(1) Reflects data for all District Funds, including the District's General Fund. Excludes on-behalf payments from the State to CalSTRS.
(2) Unaudited. Reflects the State's buy down of employer contribution rates.
(3) Budgeted. Reflects the State's buy down of employer contribution rates. See "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget.*"

Sources: Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget; and the District for the percentage of Total Governmental Funds Expenditures.

The State Teachers' Retirement Board is authorized to modify the percentages paid by employers and employees beginning fiscal year 2021-22 to eliminate CalSTRS' unfunded liability by June 30, 2046, based upon actuarial recommendations. A decrease in investment earnings may result in increased employer contribution rates in order to timely eliminate the CalSTRS unfunded liability. The District cannot predict the impact of the outbreak of COVID-19 on investment earnings and employer contribution rates. See "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak.*" The State Teachers Retirement Board may not increase the employer contribution rate by more than 1% in any fiscal year. The State Teachers Retirement Board may also adjust the State's contribution rate by a maximum of 0.5% from year to year, based on the funding status of the CalSTRS actuarially determined unfunded liability. The District is unable to predict what the amount of pension liabilities will be beyond the fiscal years set forth in AB 1469 or the amount the District will be required to pay for pension related costs, as these amounts are subject to future rate actions taken by CalSTRS. Accordingly, there can be no assurances that the District's required contributions to CalSTRS will not significantly increase in the future above levels currently approved under State law.

Actuarial Valuation. The State Teachers' Retirement Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the DB Plan. CalSTRS actuarial consultant (the "Actuarial Consultant") determines the actuarial value of the DB Plan's assets by using a one-third smoothed recognition method of the difference between the actual market value of assets to the expected actuarial value of assets. Accordingly, the actuarial value of assets will not reflect the entire impact of certain investment gains or losses on an actuarial basis as of the date of the valuation or legislation enacted subsequent to the date of the valuation.

Based on the CalSTRS Actuarial Valuation dated as of June 30, 2019 (the "2019 CalSTRS Actuarial Valuation"), CalSTRS continues to make progress toward fully funding the system by June 30,

2046. The 2019 CalSTRS Actuarial Valuation reflects that the funded ratio increased from 64.0% in 2018 ($107.2 billion unfunded actuarial obligation) to 66.0% in 2019 ($105.7 billion unfunded actuarial obligation). According to the 2019 CalSTRS Actuarial Valuation, the funded ratio increased by 2.0% during the past year and has decreased by approximately 12% over the past 10 years. As described in the 2019 CalSTRS Actuarial Valuation, the additional State contribution and the return on the actuarial value of assets (7.7%) that exceeded the assumed return (7%) were the primary causes of the increase in the funded ratio from the prior year valuation.

The actuarial assumptions set forth in the 2019 CalSTRS Actuarial Valuation use the "Entry Age Normal Actuarial Cost Method" and, among other things, an assumed 7.00% investment rate of return, 3.00% interest on member accounts, projected 3.50% wage growth, projected 2.75% inflation, 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 CalSTRS 2020 Experience Analysis adopted by the Teacher's Retirement Board in January 2020. 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 CalSTRS Comprehensive Annual Financial Report for fiscal year 2018-19 (the "2018-19 CalSTRS CAFR") states that during fiscal year 2018-19, CalSTRS included 40,873 covered employees of the District in its State Teachers Retirement Program and 3,264 covered employees of the District in its tax-deferred defined contribution plans under Sections 403(b) and 457 of the Internal Revenue Code (the "Pension2 Program"). Accordingly, covered employees of the District represented approximately 7.7% and 13.0% of covered employees in the State Teacher's Retirement Program and Pension2 Program, respectively.

The UAAL and funded status of the CalSTRS pension fund as of June 30 of fiscal years ended June 30, 2015 through June 30, 2019 are set forth in the following Table A-16. The fair market value of the CalSTRS pension fund as of June 30, 2018 and June 30, 2019 was approximately $211.4 billion and $225.5 billion, respectively, based on total system assets less amounts allocable to the CalSTRS Supplemental Benefits Maintenance Account Reserve. The individual funding progress for the District and the District's proportionate share of CalSTRS' net pension liability is set forth in the District's audited financial statements. See "– *Pension Accounting and Financial Reporting Standards*" herein and APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

TABLE A-16

Actuarial Value of CalSTRS Defined Benefit Program
Valuation Dates June 30, 2015 through June 30, 2019
($ in billions)

Valuation Date (June 30)	Actuarial Obligation	Actuarial Value of Assets [1]	Market Value of Assets	Unfunded Actuarial Obligation	Funded Ratio (Actuarial Value)	Funded Ratio (Fair Market Value)
2015	$241.753	$165.553	$180.633	$76.2	68.5%	70.0%
2016	266.704	169.976	177.914	96.7	63.7	61.9
2017	286.950	179.689	197.718	107.3	62.6	63.9
2018	297.603	190.451	211.367	107.2	64.0	65.7
2019	310.719	205.016	225.466	105.7	66.0	67.0

[1] Actuarial Value of Assets and Fair Market Value of Assets does not include amounts allocable to the CalSTRS Supplemental Benefits Maintenance Account Reserve which was approximately $11.51 billion as of June 30, 2015, $12.80 billion as of June 30, 2016, $14.24 billion as of June 30, 2017, $15.76 billion as of June 30, 2018, and $17.38 billion as of June 30, 2019.

Sources: California State Teachers' Retirement System Defined Benefit Program Actuarial Valuations as of June 30, 2015 through June 30, 2019.

District Proportionate Share. As of June 30, 2019, the District's proportionate share of CalSTRS' net pension liability was approximately $4.8 billion, based on a discount rate of 7.10%. 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 an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the fiscal year 2017-18 employer contributions calculated by CalSTRS with consideration given to separately financed and irregular employer contributions relative to the projected contributions of all participating employer and non-employer contributing entities. At June 30, 2018, the District's proportion rate was 5.184%. The District's proportionate share of the CalSTRS net pension liability was projected to be approximately $2.9 billion if the discount rate was increased to 8.1% and approximately $7.0 billion if the discount rate was decreased to 6.1%. See Note 9(b) of the District's financial statements in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

California Public Employees' Retirement System. CalPERS is a defined benefit plan that covers classified personnel who work four or more hours per day. CalPERS is operated on a Statewide basis and, based on publicly available information, has significant unfunded liabilities. 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. Benefit provisions are established by State legislation in accordance with the Public Employees' Retirement Law and are generally based on a member's age, final compensation, and years of credited service. For a description of member benefits for both the Safety Plan and Miscellaneous Plan of the District administered by CalPERS, see Note 9(a) set forth in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Funding; Contributions. All qualifying classified employees of K-12 school districts in the State are members in CalPERS. All school districts contributing to CalPERS participate in the same plan and share the same contribution rate in each year. However, unlike contributions to CalSTRS, which incrementally increase at statutorily set rates, school districts' contributions to CalPERS fluctuate each year and include a normal cost component and a component equal to an amortized amount of the unfunded liability of CalPERS. Accordingly, the District cannot provide any assurances that the District's required contributions to CalPERS in future years will not significantly vary from any current projected levels of contributions to CalPERS.

CalPERS is funded by employee contributions and investment earnings, with the balance of the funding provided by employer contributions. School districts' contributions decrease when investment earnings rise and increase when investment earnings decline. As a result, declines in investment earnings may result in substantial increases in school district contributions. The District cannot make any predictions as to the effect of a global pandemic, including the outbreak of COVID-19, on investment earnings and school district contributions. See "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak*" for more information about the impact of COVID-19. Participating employees enrolled in CalPERS prior to January 1, 2013 contribute 7.00% of their respective salaries, while participating employees enrolled after January 1, 2013 contribute the higher of fifty percent of normal costs of benefits or an actuarially determined rate of 7.00% in fiscal year 2019-20. School districts are required to contribute to CalPERS at an actuarially determined rate, which was 18.062% of eligible salary expenditures for fiscal year 2018-19 and originally 20.733% and 22.68% for fiscal years 2019-20 and 2020-21, respectively. However, the employer contribution rate for fiscal year 2019-20 was reduced to 19.721% as a result of the State's buydown of employer contribution rates in fiscal year 2019-20. Similarly, the 2020-21 State Budget allocates funding to buy down employer contribution rates in fiscal years 2020-21 and 2021-22 to an estimated 20.70% and 22.84%, respectively. See "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget.*" For a description of employer and member contribution rates, see Note 9(a) set forth in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

The following Table A-17 sets forth the District's employer contribution rates, regular annual contributions, inclusive of employee contributions paid by the District to CalPERS for fiscal years 2016-17 through 2018-19, the unaudited contribution for fiscal year 2019-20, the budgeted contribution for fiscal year 2020-21 and these contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2016-17 through 2020-21. The District has always paid all required CalPERS annual contributions. As of June 30, 2020, 27,154 District employees were members of CalPERS.

TABLE A-17

LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual CalPERS Regular Contributions
Fiscal Years 2016-17 through 2020-21
($ in millions)

Fiscal Year	CalPERS Employer Rate (Miscellaneous)	CalPERS Employer Rate (Safety)	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2016-17	13.888%	34.384%	$155.9	1.77%
2017-18	15.531	33.138	177.4	1.92
2018-19	18.062	36.949	218.3	2.17
2019-20[2]	19.721	43.059	228.9	2.25
2020-21[3]	20.700	45.440	271.3	2.41

(1) Reflects data for all District Funds, including the District's General Fund.
(2) Unaudited. Reflects the State's buy down of employer contribution rates. Excludes on-behalf payments from the State to CalPERS.
(3) Budgeted. Reflects the State's buy down of employer contribution rates. See "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget.*"

Sources: Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget; the District for the percentage of Total Governmental Funds Expenditures.

Actuarial Valuation. Since the June 30, 2015 valuation, CalPERS has employed an amortization and smoothing policy that apportions all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a five-year period. In contrast, the previous policy spread investment returns over a 15-year period with experience gains and losses spread over a rolling 30-year period. On December 21, 2016, the CalPERS Board of Administration lowered the discount rate from 7.50 percent to 7.00 percent using a three-year phase-in beginning with the CalPERS Schools Pool Actuarial Valuation as of June 30, 2017. The amounts of the pension/award benefit obligation or UAAL will vary from time to time depending upon actuarial assumptions, and actual rates of return on investments, salary scales, and levels of contribution. See Table A-18 – "Actuarial Value of Schools Portion of CalPERS – Historical Funding Status" herein.

The actuarial funding method used in the CalPERS Schools Pool Actuarial Valuation as of June 20, 2018 (the "2018 CalPERS Schools Pool Actuarial Valuation") is the "Entry Age Normal Cost Method". The 2018 CalPERS Schools Pool Actuarial Valuation assumes, among other things projected inflation of 2.625% and projected payroll growth of 2.875% compounded annually. The 2018 CalPERS Schools Pool Actuarial Valuation reflects a discount rate of 7.25% compounded annually (net of administrative expenses) as of June 30, 2017, 7.25% compounded annually (net of administrative expenses) as of June 30, 2018, and 7.0% compounded annually (net of administrative expenses) as of June 30, 2019. The CalPERS Board also adopted new demographic assumptions on December 19, 2017, including a reduction in the inflation assumption from 2.75% as of June 30, 2017, to 2.625% as of June 30, 2018, and finally to 2.50% as of June 30, 2019. The reduction in the inflation assumption results in decreases in both the normal cost and the accrued liabilities in the future. The overall payroll growth was reduced from 2.875% as of June 30, 2018 to 2.75% as of June 30, 2019. The UAAL and funded status of the Schools portion of CalPERS as of June 30 of fiscal years ended June 30, 2014 through June 30, 2018 are set forth in the following Table A-18.

TABLE A-18

Actuarial Value of Schools Portion of CalPERS
Historical Funding Status
Valuation Dates June 30, 2014 through June 30, 2018
($ in millions)

Valuation Date (June 30)	Actuarial Accrued Liabilities	Market Value of Assets (MVA)	Funded Status (MVA)	Unfunded Liabilities/ (Surplus) (MVA)	Projected Payroll for Determining Contributions	Unfunded Liability/ (Surplus) as a % of Payroll
2014	$65,600	$56,838	86.6%	$8,761	$11,294	77.6%
2015	73,325	56,814	77.5	16,511	12,098	136.5
2016	77,544	55,785	71.9	21,759	13,022	167.1
2017	84,416	60,865	72.1	23,551	13,683	172.1
2018	92,071	64,846	70.4	27,225	14,324	191.3

Source: CalPERS Schools Pool Actuarial Valuation as of June 30, 2018.

District Proportionate Share. As of June 30, 2019, the District reported a net pension liability of $2.1 billion for its proportionate share of the net pension liability of the Miscellaneous Plan. The net pension liability of the Miscellaneous Plan was measured by CalPERS as of June 30, 2018, and the total pension liability for the Miscellaneous Plan used to calculate the net pension liability was determined by CalPERS pursuant to an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. The District's proportion of the net pension liability was based on the fiscal year 2017-18 employer contributions calculated by CalPERS. As of June 30, 2018, the District's proportion of the CalPERS net pension liability was approximately 7.97%. See "*– Pension Accounting and Financial Reporting Standards*" herein and Note 9(a) to the audited financial statements of the District contained in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Safety Plan Actuarial Valuation. The CalPERS Safety Plan of the Los Angeles Unified School District (Employer # 3614620780) Annual Valuation Report as of June 30, 2018 uses the "Entry Age Normal Cost Method" as the actuarial funding method and assumes, among other things, a 7.0% investment rate of return (net of administrative expenses), projected annual salary increases based on category, entry age, and duration of service, projected inflation of 2.50% and projected payroll growth of 2.75%. The UAAL and funded status of the District's Safety Plan, which is an individual component of CalPERS, as of June 30 of fiscal years ended June 30, 2014 through June 30, 2018, are set forth in the following Table A-19.

In June 2019, the District amended its CalPERS Safety Plan to include certain survivor continuance benefits for members of such plan in accordance with the District's labor agreements with LASPA and LASPMA. As a result of such amendment to the CalPERS Safety Plan, the total employer contribution rate will increase by 1.6% and the employee contribution rate will increase by 1%. The increase in survivor continuance benefits are reflected in the Fiscal Year 2019-20 Unaudited Actuals and Fiscal Year 2020-21 Revised Budget, but are not reflected in the Annual Valuation Report as of June 30, 2018 for the CalPERS Safety Plan because such liability had not yet accrued at the time of the report. However, the newly implemented survivor continuance benefits will impact the actuarial liability presented in future valuations for the CalPERS Safety Plan.

TABLE A-19

CalPERS Actuarial Value of LAUSD Safety Plan[1]
Historical Funding Status
Valuation Dates June 30, 2014 through June 30, 2018
($ in millions)

Valuation Date (June 30)	Accrued Liability	Market Value of Assets[2]	Unfunded Liability	Funded Ratio	Annual Covered Payroll
2014	$310.5	$248.6	61.9%	80.1%	$26.6
2015	340.9	253.1	87.8	74.3	30.9
2016	365.9	252.2	113.7	68.9	32.3
2017	387.4	279.7	107.7	72.2	32.5
2018	414.6	301.3	113.3	72.7	32.2

(1) Reflects information relating to the District's Safety Plan and does not include information relating to the Miscellaneous Plan. Actuarial information relating to the historical funding status of the District's Miscellaneous Plan is not available from CalPERS as a separate report but is incorporated in the combined schools portion of CalPERS' pension fund as set forth in Table A-18 above.

(2) CalPERS no longer uses an actuarial value of assets and only uses the market value of assets.

Source: CalPERS Safety Plan of the Los Angeles Unified School District (Employer # 3614620780) Annual Valuation Report as of June 30, 2018.

Public Agency Retirement System. On July 1, 1992, the District joined the Public Agency Retirement System ("PARS"), a multiple-employer retirement trust. This defined contribution plan covers the District's part-time, seasonal, temporary and other employees not otherwise covered by CalPERS or CalSTRS, but whose salaries would otherwise be subject to Social Security tax. Benefit provisions and other requirements are established by District management based on agreements with various bargaining units. The District is unable to predict the amount of the contributions which the District may be required to make to PARS in the future. Accordingly, there can be no assurances that the District's required contributions to PARS will not significantly increase in the future above current levels. The District has always paid all required PARS annual contributions.

The following Table A-20 sets forth the District's annual contributions to PARS for fiscal years 2016-17 through 2018-19, the unaudited annual contribution to PARS for fiscal year 2019-20, the budgeted annual contribution to PARS for fiscal year 2020-21, and the contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2016-17 through 2020-21. As of June 30, 2020, 15,529 active District employees were members of PARS.

TABLE A-20

LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual PARS Contribution
Fiscal Years 2016-17 through 2020-21
($ in millions)

Fiscal Year	District Contributions[1][2]	District Contribution as Percentage of Total Governmental Funds Expenditures
2016-17	$6.8	0.08%
2017-18	6.8	0.07
2018-19	7.1	0.07
2019-20[3]	7.2	0.07
2020-21[4]	6.9	0.06

(1) Reflects payments to PARS for pension costs associated with the District's regular and specially funded programs.
(2) Includes amounts related to prior years' PARS contributions.
(3) Unaudited.
(4) Budgeted.

Sources: Audited Annual Financial Report for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget; and the District for the percentage of Total Governmental Funds Expenditures.

California Public Employees' Pension Reform Act of 2013. In September 2012, the Governor approved Assembly Bill 340, the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). Among other things, PEPRA establishes new retirement formulas for employees hired on or after January 1, 2013 ("PEPRA Employees") and prohibits public employers from offering defined benefit pension plans to PEPRA Employees that exceed the benefits provided thereunder. PEPRA increases the retirement age for new State, school, city and local agency employees depending on job function and limits the annual CalPERS and CalSTRS pension benefit payouts. PEPRA applies to all public employers except the University of California, charter cities and charter counties. However, PEPRA is applicable to those entities which contract with CalPERS.

PEPRA mandates equal sharing of normal costs between a contracting agency or school employer and their employees and that employers not pay any of the required employee contribution. However, PEPRA limits the contribution to an amount not in excess of 8% of pay for local miscellaneous or school members, not more than 12% of pay for local police officers, local firefighters, and county peace officers, and not more than 11% of pay for all local safety members. PEPRA requires employers to complete a good faith bargaining process as required by law prior to implementing changes regarding the contribution requirements. The contribution requirements of PEPRA went into effect on January 1, 2018. See "– *California State Teachers' Retirement System*" and "– *California Public Employees' Retirement System*" herein.

In addition, PEPRA amends existing laws to redefine final compensation for purposes of pension benefits for PEPRA Employees. Further, PEPRA permits certain public employers who have offered a lower defined benefit retirement plan before January 1, 2013 to continue to offer such plan to PEPRA Employees. However, if a public employer adopts a new defined benefit plan on or after January 1, 2013, such plan will be subject to PEPRA requirements unless, among other things, its retirement system's chief actuary and retirement board certify that the new plan is not riskier or costlier to the public employer than the defined benefit formula required under PEPRA.

Pension Accounting and Financial Reporting Standards. In 2012, the Governmental Accounting Standards Board issued Governmental Accounting Standards Board Statement No. 68 – "Accounting And Financial Reporting For Pensions" ("GASB 68"), which revises and establishes new financial reporting requirements for most public employers, such as the District, that provide pension benefits to their employees. GASB 68, among other things, requires public employers providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability and provides greater guidance on measuring the annual costs of pension benefits, including thorough guidelines on projecting benefit payments, use of discount rates and use of the "entry age" actuarial cost allocation method. GASB 68 also enhances accountability and transparency through revised and new note disclosures and required supplementary information. GASB 68 became effective for the financial statements of plan employers, including the District's financial statements, commencing the fiscal year ended June 30, 2015.

Pursuant to GASB 68, CalSTRS and CalPERS will use a new blended rate that reflects a long-term rate of return on plan assets, which reflects a pension fund's long-term investment strategy, and a high-quality, non-taxable municipal bond index rate, to account for the potential need to borrow funds to pay pension benefits after net assets have been fully depleted. CalSTRS has cautioned that use of the new, blended discount rate may cause the financial statements of plans, such as CalSTRS, to reflect an increased unfunded liability.

Other Postemployment Benefits

General. In addition to employee health care costs, the District provides post-employment health care benefits ("OPEB") in accordance with collective bargaining agreements and the health benefits agreement. The District's OPEB consists of post-employment benefits for health, prescription drug, dental, and vision coverage for retirees and their dependents. As of the 2019 Actuarial Valuation (defined herein), there are approximately 38,861 retirees and 60,204 active employees who meet the eligibility requirements for these benefits. Historically, the District has funded these benefits 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. Beginning in fiscal year 2013-14, the District's policy, subject to District Board approval, is to prefund a portion of its OPEB costs for employees, retirees and their beneficiaries by allocating funds for the express purpose of funding future other postemployment benefit costs to the extent possible. See "– District Financial Policies and Related Practices – *Budget and Finance Policy* – Liability Reserves" herein. The District Board approved the creation of the OPEB Trust Fund in May 2014. As of June 30, 2020, the District has contributed approximately $339 million to the OPEB Trust Fund, inclusive of the District's contributions of $60 million in July 2014, $30 million in September 2014, $45 million in September 2015, $6 million in March 2016, $78 million in October 2016 and $120 million in October 2017. The District did not contribute to the OPEB Trust Fund in fiscal years 2018-19 or 2019-20. In a February 2020 report describing the rationale for the updated assumptions in the 2019 Actuarial Valuation (as defined herein), Aon Hewitt notes that based on the District's current funding policy, projected cash flows, and the assumed asset return, the assets in the OPEB Trust Fund are projected to be depleted in 2030 if such assets were drawn upon to pay benefits as they come due without the District funding such benefits on a pay-as-you-go basis.

The following Table A-21 sets forth the District's funding of other postemployment benefits for fiscal years 2016-17 through 2018-19, the unaudited contribution for fiscal year 2019-20, the budgeted contribution for fiscal year 2020-21, and the contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2016-17 through 2020-21. In addition, Table A-21 sets forth the District's contribution to the OPEB Trust for fiscal years 2016-17 through 2020-21.

TABLE A-21

LOS ANGELES UNIFIED SCHOOL DISTRICT
Expenditures for Other Postemployment Benefits
Fiscal Years 2016-17 through 2020-21
($ in millions)

Fiscal Year	Pay-as-You-Go Amount	OPEB Trust Fund Contribution(3)	Total Amount	Expenditure as Percentage of Total Governmental Funds Expenditures
2016-17	$264.8	$78.0	$342.8	3.89%
2017-18	275.8	120.0	395.8	4.14
2018-19	287.0	0.0	287.0	2.86
2019-20(1)	215.0	0.0	215.0	2.11
2020-21(2)	285.0	0.0	285.0	2.53

(1) Unaudited.
(2) Budgeted.
(3) As of June 30, 2020, the District has contributed approximately $339 million to the OPEB Trust Fund, inclusive of the District's contributions of $60 million in July 2014, $30 million in September 2014, $45 million in September 2015, and $6 million in March 2016, which were prior to fiscal year 2016-17.

Sources: Audited Annual Financial Reports for fiscal years 2016-17 through 2018-19; Fiscal Year 2019-20 Unaudited Actuals; Fiscal Year 2020-21 Revised Budget; and the District for the percentage of Total Governmental Funds Expenditures.

Postemployment Benefits Other Than Pensions Accounting and Financial Reporting Standards. In June 2015, the GASB issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions ("GASB 75"), which revised and established new accounting and financial reporting requirements for state and local governments, such as the District, that offer OPEB to employees. Pursuant to GASB 75, net OPEB liabilities are required to be recognized in the financial statements for such state and local governments. In addition, GASB 75 provides additional guidance with respect to recognizing and measuring liabilities, deferred outflows and inflows of resources, and expense/expenditures. GASB 75 directs the use of "entry age normal" as the actuarial cost allocation method to be used and the various procedures, assumptions and discount rates to be used in connection with the calculation of liabilities. In connection therewith, states and local governments that do not pre-fund their respective OPEB obligations may report increased liabilities. GASB 75, among other things, requires additional note disclosures and the presentation of required supplementary information in financial statements. GASB 75 was implemented in the District's audited financial statements beginning in fiscal year 2017-18.

The recorded net OPEB liability of $11.18 billion as of June 30, 2019 takes into consideration the adoption of GASB 75, under which the District is required to recognize in full its total net OPEB liability rather than on an incremental basis. According to the LAO's "Update on School District Retiree Health Benefits," dated September 25, 2017, the District's OPEB liability at the time of such report accounted for over 50% of the total OPEB liability of school districts in the State. However, the District has since taken steps to (i) reduce its OPEB liability through a more cost-effective healthcare plan and (ii) begin to pre-fund its OPEB liability by making deposits from time to time to an irrevocable trust when its reserves exceed the 5% Minimum Reserve Threshold, subject to board approval.

Fiscal Year 2018-19 OPEB Liability and 2019 Actuarial Valuation. In the District's Audited Annual Financial Report for fiscal year 2018-19, the Statement of Changes in Net Position shows that the District's net position increased by $3.5 billion during the year. The unrestricted net position, which is negative, improved from ($19.5) billion to ($16.0) billion. The negative unrestricted net position is largely the result of net other postemployment (OPEB) liability and net pension liability for various retirement plans. The noted increase in the District's net position is primarily attributable to a change in the District's implementation of a more cost-effective health care plan in accordance with its plan design authority under health and benefits agreements, resulting in a significant reduction in its net OPEB liability. As of January 1, 2019, the District implemented the Anthem Preferred PPO (50 state Medicare Advantage Plan) (the "Anthem PPO"), which replaced the United HealthCare Group Medicare Advantage Plan and the Anthem Blue Cross Medicare (EPO) plan. The Anthem PPO is less costly than the plans it replaces. The District projects that the Anthem PPO will save approximately $50 million per year in healthcare costs, reducing health and welfare expenditures of the District by 5% annually. The implementation of the Anthem PPO together with certain updated actuarial assumptions resulted in a significant reduction in the District's net OPEB liability from $14.97 billion as of June 30, 2018 (prior to the Anthem PPO implementation) to $11.18 billion as of June 30, 2019 (after the Anthem PPO implementation).

The District's net OPEB liability of $11.18 billion at June 30, 2019 is measured as the total OPEB liability, less the OPEB plan's fiduciary net position. The District's OPEB liability is based on the actuarial assumptions and plan provisions in the Actuarial Valuation Report Postretirement Health Benefits as of June 30, 2019 (the "2019 Actuarial Valuation"), prepared for the District by Aon Hewitt. The 2019 Actuarial Valuation was updated to reflect the following actuarial assumptions:

- Accounting Method: "Entry Age Normal Cost" method
- Inflation: 2.50% per annum
- Expected Long-Term Return on Assets: 7.59%
- Municipal Bond Rate: 3.51% based on the *Bond Buyer* General Obligation Bond 20-Bond Municipal Bond Index
- Discount Rate: 3.60%
- Payroll Growth: 2.75% per annum

The implementation of the Anthem PPO was initially reflected to result in a $3.8 billion actuarial accrued liability reduction. The 2019 Actuarial Valuation, which has been further updated with revised actuarial assumptions, reflects an additional $3.7 billion decrease due to the following offsetting factors:

- Healthcare premium rate increases were lower than assumed in the prior valuation, resulting in an actuarial gain.
- Future healthcare trends were revised to reflect updated growth expectations, resulting in a liability decrease.
- Unfavorable demographic experience since the prior valuation resulted in an actuarial loss.
- Mortality assumptions were updated, resulting in a decrease in liabilities.
- Other demographic assumptions (turnover and retirement rates) and salary scale were updated to reflect the assumptions developed in the most recent CalPERS experience study, resulting in a small actuarial gain.
- The effect of the Affordable Care Act excise tax and the health insurer fee was removed due to the repeal enacted in December 2019, resulting in a decrease in liabilities.

Table A-22 below shows the impact of the revised actuarial assumptions in the 2019 Actuarial Report on the District's Net OPEB Liability for the fiscal years ending June 30, 2019 and June 30, 2020.

TABLE A-22

LOS ANGELES UNIFIED SCHOOL DISTRICT
NET OPEB LIABILITY
As of June 30, 2019 and June 30, 2020
($ in billions)

	Fiscal Year Ending June 30, 2019	Fiscal Year Ending June 30, 2020
(1) OPEB Liability		
(a) Retired Participants and Beneficiaries Receiving payment	$ 3.287	$ 3.075
(b) Active Participants	8.282	5.915
(c) Total	11.569	8.990
(2) Plan Fiduciary Net Position	0.388	0.412
(3) Net OPEB Liability	11.181	8.578
(4) Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	3.35%	4.58%
(5) Deferred Outflow of Resources for Contributions Made After Measurement Date	0.287	TBD

Source: 2019 Actuarial Valuation.

The District cannot predict the impact future changes in actuarial assumptions and health care costs and providers will have on the District's net OPEB liability.

For more information on the District's OPEB plan, OPEB liability and assumptions contained in the 2019 Actuarial Valuation, see Note 9 to the audited financial statements of the District contained in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019" attached hereto.

Risk Management and Litigation

General. The District maintains various excess property, casualty and fidelity insurance programs, which are self-insured, with varying self-insured retentions. The District's excess property coverage is provided currently through its membership in the Public Entity Property Insurance Program ("PEPIP"), an insurance pool comprised of certain cities, counties and school districts. The District maintains excess property insurance on all District facilities under a combination of self-insurance retentions and varying sublimits through the excess insurance policies of PEPIP. The current self-insured retention for fire loss damage for excess property coverage is $1,000,000 per occurrence and the aggregate policy limit is $500 million. The District maintains what it considers to be adequate reserves to cover losses within the self-insurance retention. District General Fund resources are used to pay for property loss insurance and uninsured repairs for property damage. In addition to the above excess property policies, the District purchases a separate boiler and machinery policy with $100 million in occurrence limits and a Fidelity crime coverage with $10 million in occurrence limits.

Excess property insurance is maintained through a combination of excess policies with an occurrence limit of $1 billion. General liability insurance currently provides $35 million coverage above a $5 million self-insurance retention. Except as set forth below, no settlements exceeded insurance coverage in the last five fiscal years ended June 30, 2019. The District maintains reserves that it believes are adequate to cover losses within the self-insured retention.

Prior to fiscal year 2013-14, the District's liability coverage generally included coverage for sexual misconduct and molestation. Liability coverage beginning in fiscal year 2013-14 does not include this coverage because the District has determined that it is not available at reasonable rates from any insurance provider. In March 2014, the District Board approved a joint powers authority agreement by and between the District and the Los Angeles Trust Children's Health Inc. to establish the Los Angeles Unified School District Risk Management Authority (the "Risk Management Authority") which became effective July 1, 2014. The Risk Management Authority allows the District to purchase reinsurance for excess liability coverage for incidents such as sexual misconduct and molestation. The Risk Management Authority was capitalized by the District and provides an insurance program for the District and the Los Angeles Trust Children's Health Inc. The Risk Management Authority allows the District to purchase reinsurance for excess liability coverage which is not presently available to self-insured public agencies such as the District. See "– *Sexual Misconduct Cases*" herein.

The District believes that the amounts currently reserved for potential liabilities attributable to claims of molestation, brain injury and sexual misconduct are adequate. See "– *Sexual Misconduct Cases*" herein. The District will increase the expenditures projected in its budget and interim financial reports if necessary and only to the extent that the District's liabilities exceed the amount budgeted for self-insurance or current excess liability coverage. The District expects that such an increase will occur if claims relating to brain injury or sexual misconduct by former and suspended District employees exceed the amount reserved for settlements and monetary damages to date. See "– *Sexual Misconduct Cases*" herein. Such liabilities could decrease the District's net position as of June 30, 2019 from the amount set forth in the District's financial statements for fiscal year 2018-19. See APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Liabilities for loss and loss adjustment expenses under each of the District's insurance programs include the accumulation of estimates for losses reported prior to the balance sheet date, estimates of losses incurred but not reported and estimates of expenses for investigating and adjusting reported and unreported losses. Such liabilities are estimates of the future expected settlements and are based upon analysis of historical patterns of the number of incurred claims and their values. The District believes that, given the inherent variability in any such estimates, the aggregate liabilities are within a reasonable range of adequacy. Individual reserves are continually monitored and reviewed, and, as settlements are made or reserves adjusted, differences are reflected in current operations. See APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

Workers' Compensation. The District is self-insured for its Workers' Compensation Program. A separate fund is used to account for amounts set aside to pay claims incurred and related expenditures under the Workers' Compensation Program. The amount to be deposited in the Workers' Compensation Fund is established with information from an independent actuary. The District maintains at a minimum the actuarially required deposit in its Workers' Compensation Fund in accordance with its policy. See "– District Financial Policies and Related Practices – *Budget and Finance Policy* – Liability Reserves" herein. The District's "Actuarial Study of Workers' Compensation Program" as of December 31, 2017 recommended a minimum funding level of $111.01 million for fiscal year 2018-19. As of June 30, 2019, the total revenues in the District's Workers' Compensation Fund (operating revenues and nonoperating revenues) was $147.17 million, which exceeded the recommended minimum funding level.

Additionally, the District's actuarially determined total liability for the Workers' Compensation Program is fully funded in accordance with its policy. The District's "Actuarial Study of Workers' Compensation Program" as of December 31, 2018 reflected total expected losses of $463.13 million as of June 30, 2019 at a 1.5% interest rate plus an additional amount of $28.66 million in estimated outstanding unallocated loss adjustment expenses (also at a 1.5% interest rate) to create a total liability of $491.79

million as of June 30, 2019. The District fully funded such liability with approximately $575.3 million (unaudited) in cash available in the Workers' Compensation Fund as of June 30, 2020.

The District's most recent actuarial report regarding its workers' compensation program, the "Actuarial Study of Workers' Compensation Program" as of December 31, 2019, recommends a minimum funding level of $121.45 million for fiscal year 2020-21 and $124.57 for fiscal year 2021-22. The following Table A-23 sets forth the actuary's recommended minimum funding levels for workers' compensation set forth in the actuarial report as of December 31, 2017, December 31, 2018 and the most recent actuarial report covering the period as of December 31, 2019.

TABLE A-23

LOS ANGELES UNIFIED SCHOOL DISTRICT
Recommended Minimum Funding Levels
Workers' Compensation
Fiscal Years 2018-19 through 2022-23
($ in millions)

Fiscal Year	Present Value of Projected Ultimate Losses (Discounted at 1.5%)	Budgeted Expenses for Claims Handling and Administration	Recommended Minimum Funding Level
2018-19	$ 91.91	$ 19.10	$ 111.01
2019-20	99.35	19.70	119.05
2020-21	101.15	20.30	121.45
2021-22	103.67	20.90	124.57
2022-23	104.50	21.50	126.00

Source: Los Angeles Unified School District Actuarial Study of Workers' Compensation Program as of December 31, 2017 for fiscal year 2018-19; the Los Angeles Unified School District Actuarial Study of Workers' Compensation Program as of December 31, 2018 for fiscal year 2019-20; the Los Angeles Unified School District Actuarial Study of Workers' Compensation Program as of December 31, 2019 for fiscal years 2020-21 thru 2022-23.

The following Table A-24 sets forth information on changes in the Workers Compensation Program's liabilities from fiscal years 2014-15 through 2018-19. The District uses separate funds to account for amounts set aside to pay claims incurred and related expenditures under the respective insurance programs. See "– District Financial Policies and Related Practices – *Budget and Finance Policy* – Liability Reserves" herein and Note 10 in the audited financial statements for fiscal year 2018-19 set forth in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019."

TABLE A-24

LOS ANGELES UNIFIED SCHOOL DISTRICT
Workers' Compensation Claims Paid
Fiscal Years 2014-15 through 2018-19
($ in millions)

Fiscal Year	Liability: Beginning of fiscal year	Current Year Claims and Changes in Estimates	Claims Paid	Liability: End of fiscal year
2014-15	$421.5	$162.6	$(100.0)	$484.1
2015-16	484.1	110.8	(102.5)	492.4
2016-17	492.4	104.4	(101.1)	495.6
2017-18	495.6	67.6	(107.9)	455.4
2018-19	455.4	85.1	(97.9)	442.7

Sources: Los Angeles Unified School District Comprehensive Annual Financial Reports for fiscal years 2014-15 through 2015-16; Audited Annual Financial Report for fiscal years 2016-17 through 2018-19.

Pollution Legal Liability Policy. The District purchased a pollution legal liability ("PLL") policy through Ironshore Insurance Company with coverage of $10.0 million per incident and $10.0 million in aggregate, effective April 17, 2019 to April 17, 2022. In March 2006, the District filed a lawsuit in Los Angeles County Superior Court against its former insurance carrier American International Group's ("AIG") companies alleging that AIG committed acts of bad faith for failure to honor claims incurred during the PLL policy period. Pursuant to a settlement agreement by and between the District and AIG, AIG is required to pay to the District $78.75 million from fiscal year 2011-12 to fiscal year 2021-22, of which approximately $70.25 million has been paid to District as of June 30, 2020.

Owner-Controlled Insurance Program. The District has arranged for its construction projects to be insured under its owner-controlled insurance program ("OCIP"). An OCIP is a single insurance program that insures the District, the District Board, all enrolled contractors, and enrolled subcontractors, and other designated parties for work performed at project sites. The District pays the insurance premiums for the OCIP coverages and requires each eligible bidder to exclude from its bid price the cost of insurance coverage. The exclusion of the cost of insurance premiums from each bid is intended to result in lower overall bids for projects, which would in turn lower the contract award amount and general obligation bond and other funds spent. In addition, the District may be able to pay a lower overall insurance cost than a single contractor because of the economies of scale gained by the purchase of an OCIP.

Litigation Regarding Insurance Providers. In September 2015, the District filed a lawsuit entitled *Los Angeles Unified School District v. ACE et al.* (the "Miramonte Coverage Action"), in Los Angeles County Superior Court seeking more than $200 million in damages from twenty-seven of the District's current and former insurance providers who failed to fund the defense and reimburse the District for settlement amounts paid by the District in connection with claims by hundreds of students and parents alleging that negligent hiring, supervision, and retention of former teachers Mark Berndt and Martin Springer at Miramonte Elementary School resulted in sexual abuse of the students. In April 2017, the District filed a second lawsuit in Los Angeles County Superior Court entitled *Los Angeles Unified School District vs. AIU Insurance Company, et. al.* (the "Telfair Coverage Action"), seeking more than $40 million in damages from eight of the District's current and former insurance providers in connection with the lawsuits filed against the District alleging that negligence of its employees in hiring, retaining, and supervising Paul Chapel resulted in sexual abuse of approximately twenty students at Telfair Elementary School. In August 2017, the District filed a third lawsuit in Los Angeles County Superior

Court entitled *Los Angeles Unified School District v. Allied World et al.* (the "De La Torre Coverage Action"), seeking more than $60 million in damages from seven of the District's current and former insurance providers who failed to fund the defense and reimburse the District for settlement amounts paid by the District in connection with claims by over twenty students and their parents alleging that negligent hiring, supervision, and retention of former teacher Robert Pimentel at De La Torre Elementary School resulted in sexual abuse of the students. The District has not been reimbursed by any of the defendants for amounts expended in conjunction with resolving the underlying sexual abuse litigation described in this section. While no insurer agreed to pay any of the District's defense costs before the coverage actions were filed, rulings obtained in the Miramonte Coverage Action have forced AIG to reimburse the District for over $21 million in defense costs. Further, the District has alleged that the insurance providers have not only breached their respective insurance obligations owed to the District in connection with underlying litigation, but also breached the implied covenant of good faith and fair dealing in bad faith. The District and the insurers are discussing terms for a mediation of all three coverage cases. A trial limited to one insurance policy in the Miramonte Coverage Action is currently scheduled for December 2020. The District cannot predict the final outcome of or remedy imposed by any court with respect to these complaints or the amounts, if any, by which any of the insurance providers will reimburse the District for settlements in the underlying litigation.

Wrongful Death Cases. In August 2014, the parents of a deceased Garfield High School student filed a lawsuit seeking unspecified damages, which alleged negligence and liability of the District and District personnel in the drowning and eventual death of their son while attending a school-sponsored, off-campus excursion at a County-operated park. The District and District personnel were dismissed from the case brought by plaintiffs following a successful motion for summary judgment. As the prevailing party, the District obtained a costs order against plaintiffs of $45,554.86, which the District Court affirmed after plaintiffs filed a motion to re-tax. However, the plaintiffs have appealed the judgment in favor of the District to the Ninth Circuit, and the appeal is currently pending. Plaintiffs' opening brief is currently due in September 2020. The plaintiffs entered into a $2.125 million settlement agreement with the County in November 2019. The County previously filed a cross-complaint against the District alleging the District's failure to honor an earlier indemnification agreement and subsequent obligation to reimburse the County for legal expenses and settlement costs. Through a combination of dispositive motions and settlements, the County's cross-complaint against the District and certain District employees has been dismissed with prejudice, and there will be no appeal of that outcome. The District paid no money to the County.

In March 2019, the father of a deceased Dodson Middle School student filed a lawsuit seeking unspecified damages, which alleged insufficient life-saving measures were taken by District employees in the collapse and eventual death of his son during a physical education class. In May 2019, all parties filed a joint stipulation to strike a portion of the complaint and dismiss Dodson Middle School as a defendant because the school is not a legal entity separate from the District. Trial is currently scheduled for May 2021.

In June 2020, the father of a North Hollywood High School student filed a lawsuit seeking unspecified damages and other relief in federal court against the District and certain employees for the alleged wrongful death of his son, who committed suicide on February 7, 2019 after leaving campus. The District's investigation of this matter is ongoing, and its response to the complaint is currently due in October 2020.

In August 2020, the mother of a Normandie Avenue Elementary School student filed a lawsuit seeking unspecified damages in excess of $1,000,000 against the District and others for the alleged wrongful death of her son on December 26, 2019, when he was allegedly physically abused and murdered off campus by a District employee. The District's investigation of this matter is ongoing and its response to the complaint is due in October 2020.

COVID-19 Distance Learning Class Action. On September 24, 2020, a class action lawsuit was filed on behalf of nine named plaintiffs in Los Angeles County Superior Court asserting that the District's instructional plan in response to the COVID-19 pandemic has denied plaintiffs' children their basic education rights under the California Constitution. The complaint alleges that the District's distance learning approach is inadequate in that it has allegedly reduced instructional and professional development time, eliminated student assessments, failed to provide adequate access to technology, and failed to reengage students who did not participate in online learning in the spring of 2020 after the closure of school facilities due to the COVID-19 pandemic. The complaint asserts various causes of action for injunctive and declaratory relief, including claims for alleged violations of statutory and Constitutional rights and claims of discrimination and disparate treatment. The District is evaluating the allegations of the complaint and, at this time, cannot predict the effect, if any, the lawsuit will have on its operations or finances.

Sexual Misconduct Cases. The District is occasionally subject to claims relating to the sexual misconduct of District personnel. There are currently threatened and pending claims against the District brought on behalf of minor students as a result of alleged sexual misconduct by District personnel. The District is in various stages of litigation relating to such pending claims and cannot predict the outcome and effects of such claims or provide any assurances that such claims will not be successful. The damages requested by the plaintiffs in the various pending sexual misconduct cases are substantial, but vary significantly, in at least one instance exceeding $100 million. However, the District cannot predict any final award of damages or settlement amounts. The District also cannot predict the damages sought by any threatened litigation.

On May 11, 2020, a group of twenty-one plaintiffs filed a complaint against the District, Birmingham Community Charter High School ("BCCHS"), and Grace Brethren Church of Simi Valley alleging that they were sexually abused by Daniel Silva, their former lacrosse coach at BCCHS. In May 2019, following a jury trial, Silva was found guilty on twenty-five criminal counts, including sixteen counts of child molestation, six counts of child battery, two counts of lewd conduct upon a child, and one count of false imprisonment. Plaintiffs allege that students from District school Daniel Pearl Magnet High School were permitted to participate in sports team at the adjacent, independently operated BCCHS. The plaintiffs include one District student and the complaint includes an allegation that "numerous female students from [District school] Daniel Pearl participated on [BCCHS's] lacrosse team and were victimized by Silva." Plaintiffs are seeking an unspecified amount of damages and are pursuing discovery in an attempt to add additional plaintiffs and include the District within the allegations being pursued by the twenty BCCHS students.

Assembly Bill 218 and Related Claims. Pursuant to Assembly Bill 218 ("AB 218"), which became effective on January 1, 2020, certain changes have been made to the claim prerequisites, available damages and the applicable statute of limitations periods for claims of childhood sexual assault, including claims against public entities like the District. AB 218 may impact the District's potential liability exposure because it (1) extends the statute of limitations periods for claims of childhood sexual assault, (2) does away altogether with the Tort Claims Act's presentation requirements for claims involving childhood sexual assault under which many claims were found to be late, (3) revives certain claims for which applicable statute of limitations periods have otherwise already expired (if brought within three years of January 1, 2020), and (4) provides for treble damages against a defendant, including a local public entity, who is found to have covered up the sexual assault of a minor. Pursuant to AB 218, a plaintiff now has twenty-two years from the age of majority or five years after the plaintiff discovered or reasonably should have discovered psychological injury or illness occurring after the age of majority caused by the alleged childhood sexual assault to bring an action, with certain actions being barred from commencement after the plaintiff's fortieth birthday. While the District continues to evaluate the impact of AB 218 and expects at least some increased exposure to sexual assault claims, the District does not have sufficient information to determine the extent to which it will see an increase in exposure to sexual assault claims.

The District has received and could receive additional complaints seeking declaratory, injunctive, and monetary relief, including treble damages, relating to allegations of misconduct by current and former employees. The District's potential liabilities could exceed the amounts which are currently recognized and the probable amount of contingent liabilities for which the District has set aside reserves based upon an independent third-party actuarial analysis. The Fiscal Year 2020-21 Revised Budget reflects additional amounts to cover legal costs and potential settlements. However, the District cannot predict whether any plaintiffs in any pending complaints will prevail, and if so, how any final court decision or settlement agreement with respect to any lawsuit may affect the financial status, policies or operations of the District, as the nature of any court's remedy and the responses thereto are unknown at the present time. The costs of any final court decision or settlement agreement could be substantial and materially greater than the amounts proposed under the pending settlement agreements. However, the District does not expect any decision or change in law to adversely affect the ability of the District to pay the Lease Payments as and when due.

District Debt

General Obligation Bonds. From July 1997 through March 2003, the District issued the entire amount of $2,400,000,000 general obligation bonds authorized pursuant to Proposition BB approved by voters on April 8, 1997 (the "Proposition BB Authorization"). From May 2003 to May 2010, the District issued the entire amount of $3,350,000,000 general obligation bonds pursuant to Measure K approved by voters on November 5, 2002 (the "Measure K Authorization"). A $3,870,000,000 general obligation bond authorization was approved by the voters on March 2, 2004 (the "Measure R Authorization"). The District has issued $3,746,010,000 aggregate principal amount of Measure R general obligation bonds. A $3,985,000,000 general obligation bond authorization was approved by the voters on November 8, 2005 (the "Measure Y Authorization"). The District has issued $3,914,850,000 of aggregate principal amount of Measure Y general obligation bonds. A $7,000,000,000 general obligation bond authorization was approved by voters on November 4, 2008 (the "Measure Q Authorization"). The District has issued $2,593,895,000 of aggregate principal amount of Measure Q general obligation bonds. The District Board has called an election within the District on November 3, 2020 to submit to voters whether to authorize $7 billion aggregate principal amount of bonds to fund specific school facilities projects; if approved by 55% of the votes cast, such bond measure would permit the District to issue bonds under a new authorization.

Pursuant to Section 1(b)(3) of Article XIIIA of the State Constitution, Chapters 1 and 1.5 of Part 10 of Division 1 of Title 1 of the State Education Code, as amended, and other applicable law (collectively, the "Act"), the District Board has appointed the LAUSD School Construction Bond Citizens' Oversight Committee (the "Citizens' Bond Oversight Committee"). The Citizens' Bond Oversight Committee is composed of 15 members representing numerous community groups and operates to inform the public concerning the spending of Measure K, Measure R, Measure Y and Measure Q Authorization bond funds authorized by the Act. The Citizens' Bond Oversight Committee regularly reviews the potential bond projects and budgets and provides non-binding advice to the District Board on how to allocate and reallocate scarce bond proceeds in order to ensure the completion of viable projects and to avoid non-completion of projects once commenced. The Citizens' Bond Oversight Committee also informs the public concerning the spending of funds attributable to the Proposition BB Authorization, although Proposition BB was approved under statutes other than the Act. The Citizens'

Bond Oversight Committee meets monthly in order to review all matters including, among other things, changes in budget, scope and schedules that relate to the District's general obligation bonds and the projects proposed to be funded therefrom. In addition, the Citizens' Bond Oversight Committee makes recommendations to the District Board regarding such matters. See "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Proposition 39" herein. The District's Office of the Inspector General conducts audits on a selected number of the construction management firms on an annual basis to ensure that funds from the School Upgrade Program (SUP) and other legacy bond programs are spent in compliance with the Act and the District's policies relating thereto. The District's outside auditor, Simpson & Simpson, currently prepares the required bond audits regarding the expenditures of general obligation bond proceeds.

The members of the District's Citizens' Bond Oversight Committee and the community groups represented by such members are set forth in Table A-25 below.

TABLE A-25

LOS ANGELES UNIFIED SCHOOL DISTRICT
Citizens' Bond Oversight Committee
(As of September 1, 2020)

Member	Community Group Represented
Rachel Greene, Chair	Tenth District Parent Teacher Student Association
Bevin Ashenmiller, Vice Chair	LAUSD Student Parent
Chris Hannan, Secretary	Los Angeles County Federation of Labor AFL-CIO
Margaret Fuentes, Executive Member	LAUSD Student Parent
Araceli Sandoval-Gonzalez, Executive Member	Early Education Coalition
Tracy Bartley	Thirty-First District Parent Teacher Student Association
Neelura Bell	California Charter School Association
Jeffrey Fischbach	California Tax Reform Association
Melanie Freeland	American Institute of Architects
Greg Good	Los Angeles City Mayor's Office
Karen Krygier	Los Angeles City Controller's Office
Dolores Sobalvarro	American Association of Retired Persons
Alvin Trotter, Jr.	Los Angeles Area Chamber of Commerce
Guy Zelenski	Los Angeles County Auditor-Controller's Office
Celia Ayala	Early Education Coalition (Alternate)
Clarence Monteclaro	Tenth District Parent Teacher Student Association (Alternate)
Connie Yee	Los Angeles County Auditor-Controller's Office (Alternate)
Vacant	Associated General Contractors of California

The following Table A-26, Table A-27, Table A-28, Table A-29 and Table A-30 set forth the outstanding series of general obligation bonds and the amount outstanding as of October 6, 2020, the date of issuance of the District's 2020 General Obligation Refunding Bonds, Series A, under the Proposition BB, Measure K, Measure R, Measure Y and Measure Q Authorizations, respectively.

TABLE A-26

LOS ANGELES UNIFIED SCHOOL DISTRICT
Proposition BB (Election of 1997) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of October 6, 2020	Date of Issue
2011 Refunding Bonds, Series A-1[1]	$ 206,735	$ 81,140	November 1, 2011
2014 Refunding Bonds, Series A[1]	196,850	39,990	June 26, 2014
2015 Refunding Bonds, Series A[1]	326,045	218,260	May 28, 2015
2016 Refunding Bonds, Series A[1]	202,420	167,945	April 5, 2016
2017 Refunding Bonds, Series A[1]	139,265	113,455	May 25, 2017
TOTAL	$1,071,315	$620,790	

(1) Refunding bonds issued to refund general obligation bonds, which were issued pursuant to the Proposition BB Authorization are not counted against the Proposition BB Authorization of $2.4 billion.

Source: Los Angeles Unified School District.

TABLE A-27

LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure K (Election of 2002) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of October 6, 2020	Date of Issue
Series KRY Bonds (2009) (Federally Taxable Build America Bonds)	$ 200,000	$ 200,000	October 15, 2009
2011 Refunding Bonds, Series A-2[1]	201,070	138,680	November 1, 2011
2012 Refunding Bonds, Series A[1]	59,190	46,370	May 8, 2012
2014 Refunding Bonds, Series B[1]	323,170	126,165	June 26, 2014
2016 Refunding Bonds, Series B[1]	227,535	224,920	September 15, 2016
2017 Refunding Bonds, Series A[1]	941,565	921,240	May 25, 2017
2019 Refunding Bonds, Series A[1]	153,285	142,765	May 29, 2019
2020 Refunding Bonds, Series A[1]	112,350	112,350	October 6, 2020
TOTAL	$2,218,165	$1,912,490	

(1) Refunding bonds issued to refund general obligation bonds, which were issued pursuant to the Measure K Authorization, are not counted against the Measure K Authorization of $3.35 billion.

Source: Los Angeles Unified School District.

TABLE A-28

LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure R (Election of 2004) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of October 6, 2020	Date of Issue
Series KRY Bonds (2009) (Federally Taxable Build America Bonds)	$ 363,005	$ 363,005	October 15, 2009
Series RY Bonds (2010) (Federally Taxable Build America Bonds)	477,630	477,630	March 4, 2010
2012 Refunding Bonds, Series A[(1)]	95,840	33,595	May 8, 2012
2014 Refunding Bonds, Series C[(1)]	948,795	767,245	June 26, 2014
2016 Refunding Bonds, Series A[(1)]	56,475	33,870	April 5, 2016
2016 Refunding Bonds, Series B[(1)]	176,455	176,455	September 15, 2016
2019 Refunding Bonds, Series A[(1)]	349,350	316,820	May 29, 2019
Series RYQ Bonds (2020)	36,000	31,650	April 30, 2020
2020 Refunding Bonds, Series A[(1)]	113,150	113,150	October 6, 2020
TOTAL	$2,616,700	$2,313,420	

(1) Refunding bonds issued to refund general obligation bonds, which were issued pursuant to the Measure R Authorization, are not counted against the Measure R Authorization of $3.87 billion.

Source: Los Angeles Unified School District.

TABLE A-29

LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure Y (Election of 2005) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of October 6, 2020	Date of Issue
Series KRY Bonds (2009) (Federally Taxable Build America Bonds)	$ 806,795	$ 806,795	October 15, 2009
Series H Bonds (2009) (Qualified School Construction Bonds)	318,800	318,800[(2)]	October 15, 2009
Series RY Bonds (2010) (Federally Taxable Build America Bonds)	772,955	772,955	March 4, 2010
Series J Bonds (2010) (Qualified School Construction Bonds)	290,195	290,195[(3)]	May 6, 2010
2014 Refunding Bonds, Series D[(1)]	153,385	115,040	June 26, 2014
2016 Refunding Bonds, Series A[(1)]	92,465	65,650	April 5, 2016
2016 Refunding Bonds, Series B[(1)]	96,865	96,865	September 15, 2016
Series M-1 Bonds (2018)	117,005	111,265	March 8, 2018
2019 Refunding Bonds, Series A[(1)]	91,970	85,710	May 29, 2019
Series RYQ Bonds (2020)	182,000	160,010	April 30, 2020
2020 Refunding Bonds, Series A[(1)]	76,500	76,500	October 6, 2020
TOTAL	$2,998,935	$2,899,785	

(1) Refunding bonds issued to refund general obligation bonds, which were issued pursuant to the Measure Y Authorization, are not counted against Measure Y Authorization of $3.985 billion.
(2) Includes the set-aside deposits totaling $32.04 million for fiscal year 2019-20.
(3) Includes the set-aside deposits totaling $56.22 million for fiscal years 2018-19 and 2019-20.
Source: Los Angeles Unified School District.

TABLE A-30

LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure Q (Election of 2008) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of October 6, 2020	Date of Issue
Series A Bonds (2016)	$ 648,955	$ 582,395	April 5, 2016
Series B-1 Bonds (2018)	1,085,440	1,034,935	March 8, 2018
Series RYQ Bonds (2020)	724,940	637,340	April 30, 2020
TOTAL	$2,459,335	$2,254,670	

Source: Los Angeles Unified School District.

Certificates of Participation. As of September 1, 2020, the District had outstanding lease obligations issued in the form of COPs in the aggregate principal amount of approximately $162.92 million. The District estimates that the aggregate payment of principal and interest evidenced by COPs will be approximately $206.4 million until the final maturity thereof. This amount does not reflect the receipt of the direct cash subsidy payments from the United States Department of the Treasury made in connection with the District's Certificates of Participation 2010 Series B-1 (Federally Taxable Direct Pay Build America Bonds) (Capital Projects I) (the "2010 B-1 Certificates"). See "– *Limitations Related to*

Receipt of Federal Funds" herein. The District's lease obligations are not subject to acceleration in the event of a default thereof.

The following Table A-31 sets forth the District's lease obligations paid from the District General Fund with respect to its outstanding COPs as of September 1, 2020, and does not reflect (i) the expected execution and delivery of the Certificates, (ii) the refunding of the 2010 B-1 Certificates and the District's Certificates of Participation 2010 Series B-2 (Tax-Exempt) (Capital Projects I) (the "2010 B-2 Certificates"), and (iii) the prepayment of the outstanding base rental payments due under the Lease Agreement, dated as of June 1, 2013, by and between the District and the LAUSD Financing Corporation (the "2013 Lease" and together with the 2010 B-1 Certificates and the 2010 B-2 Certificates, the "Prior Lease Obligations"). See "THE REFUNDING PLAN" in the forepart of this Official Statement for more information.

TABLE A-31

LOS ANGELES UNIFIED SCHOOL DISTRICT
Certificates of Participation Lease Obligations Debt Service Schedule[(1)]
(as of September 1, 2020)
($ in thousands)

Fiscal Year Ending (June 30)	Paid From General Fund[(2)(3)]
2021	$23,179
2022	17,532
2023	17,429
2024	16,668
2025	16,048
2026	16,218
2027	16,163
2028	16,112
2029	16,037
2030	14,147
2031	14,073
2032	14,001
2033	2,277
2034	2,222
2035	2,169
2036	2,108
Total[(4)]	$206,383

(1) The lease payments reflect the net obligations of the District due to the defeasance of certain COPs. Does not reflect the expected execution and delivery of the Certificates or the prepayment of the Prior Lease Obligations.
(2) The District expects to pay all or a portion of the final debt service payments evidenced by such series of COPs from funds on deposit in the related debt service reserve fund.
(3) Does not assume receipt of a direct cash subsidy payment from the United States Department of Treasury. See "– *Limitations Related to Receipt of Federal Funds*" herein.
(4) Total may not equal sum of component parts due to rounding.
Source: Los Angeles Unified School District.

Limitations Related to Receipt of Federal Funds. On March 1, 2013, then-President Barack Obama signed an executive order (the "Sequestration Executive Order") to reduce budgetary authority in certain accounts subject to sequester in accordance with the Budget Control Act of 2011 and the American Taxpayer Relief Act of 2012. Pursuant to the Sequestration Executive Order, budget authority for all accounts in the domestic mandatory spending category including, among others, accounts for the payments to issuers of "Direct Pay Bonds," which includes the District's outstanding Series KRY Bonds (2009) (Federally Taxable Build America Bonds) (the "Series KRY Bonds (2009)") and Series RY Bonds (2010) (Federally Taxable Build America Bonds) (the "Series RY Bonds (2010)") and Series J (Qualified School Construction Bonds) (the "Series J Bonds"). In addition, the 2010 B-1 Certificates were executed and delivered as Direct Pay Bonds. Direct Pay Bonds are issued as taxable bonds and provide credits to the District from the federal government pursuant to Section 54AA(d) and 54AA(g) of the Code.

Pursuant to the Bipartisan Budget Act of 2013 which was signed into law in December 2013, the District's Direct Pay Bonds are subject to the full amount of sequestration budget cuts and will have their planned federal payments reduced until the federal fiscal year ending September 30, 2023. The federal subsidy for the Direct Pay Bonds for the federal fiscal year ending September 30, 2020 was reduced by 5.9% and will be reduced by 5.7% for the federal fiscal year ended September 30, 2021. During the federal fiscal year ending September 30, 2020, the District expects that the sequester will result in a reduction in the aggregate amount of approximately $4.35 million with respect to the refundable credits for the Series KRY Bonds (2009), Series RY Bonds (2010) and Series J Bonds and a reduction in the amount of approximately $36,244 with respect to the refundable credit for the 2010 B-1 Certificates. During the federal fiscal year ending September 30, 2021, the District expects that the sequester will result in a reduction in the aggregate amount of approximately $4.20 million with respect to the refundable credits for the Series KRY Bonds (2009), Series RY Bonds (2010) and Series J Bonds and a reduction in the amount of approximately $35,016 with respect to the refundable credit for the 2010 B-1 Certificates. However, as discussed in "- *Certificates of Participation*" above, the District expects to refund the District's 2010 B-1 Certificates in connection with the execution and delivery of the Certificates. See "THE REFUNDING PLAN" in the forepart of this Official Statement for more information. The District's Series KRY Bonds (2009), Series RY Bonds (2010), and Series J Bonds are payable from and secured by *ad valorem* property taxes which are to be assessed in amounts sufficient to pay principal of and interest on the Series KRY Bonds (2009), Series RY Bonds (2010), and Series J Bonds when due. The County has levied and will continue to levy *ad valorem* property taxes in an amount sufficient to pay principal of and interest on the Series KRY Bonds (2009), Series RY Bonds (2010), and Series J Bonds when due.

Overlapping Debt Obligations

Set forth in Table A-32 on the following page is the report prepared by California Municipal Statistics Inc. on September 15, 2020, which provides information with respect to direct and overlapping debt within the District as of September 1, 2020 (the "Overlapping Debt Report"). The Overlapping Debt Report is included for general information purposes only. The District has not reviewed the Overlapping Debt Report for completeness or accuracy and makes no representations in connection therewith. The Overlapping Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The first column in Table A-32 names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. Column 2 shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in Table A-32) produces the amount shown in column 3, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

TABLE A-32
LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Direct and Overlapping Bonded Debt
As of September 15, 2020

2020-21 Assessed Valuation: $787,684,010,321

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/20
Metropolitan Water District	24.042%	$ 7,748,737
Los Angeles Community College District	81.742	3,389,068,278
Pasadena Area Community College District	0.001	625
Los Angeles Unified School District	100.000	10,078,835,000 (1)
City of Los Angeles	99.942	627,096,073
Other Cities	Various	20,084,330
City Community Facilities Districts	100.000	69,690,000
Other City and Special District 1915 At Bonds	0.006-100.000	19,243,072
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$14,211,766,115
Less: Los Angeles Unified School District General Obligation Bonds, Election of 2005, Series J (2010) Qualified School Construction Bonds and Election of 2005, Series H (2009) Qualified School Construction Bonds: Amount accumulated in Interest and Sinking Fund and Set Asides for Repayment		$88,260,000
TOTAL NET DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$14,123,506,115
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Los Angeles County General Fund Obligations	46.092%	$1,061,730,475
Los Angeles County Superintendent of Schools Certificates of Participation	46.092	2,104,272
Los Angeles Unified School District Certificates of Participation	100.000	162,915,000 (2)
City of Los Angeles General Fund and Judgment Obligations	99.941	1,580,634,555
Other City General Fund and Pension Obligation Bonds	Various	257,785,968
Los Angeles County Sanitation District Nos. 1,2,4,5,8,9,16 & 23 Authorities	Various	7,813,067
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		$3,072,983,337
Less: Los Angeles Unified School District 2005 Certificates of Participation (Qualified Zone Academy Bonds): Amount accumulated in Sinking Fund for Repayment		9,756,057
City supported obligations		161,304
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		$3,063,065,976
OVERLAPPING TAX INCREMENT DEBT:		
City of Los Angeles Redevelopment Agency (Successor Agency)	100.000%	$347,625,000
Other Redevelopment Agencies (Successor Agency)	Various	317,900,664
TOTAL OVERLAPPING TAX INCREMENT DEBT		$665,525,664
GROSS COMBINED TOTAL DEBT		$17,950,275,116 (3)
NET COMBINED TOTAL DEBT		$17,852,097,755

Ratios to 2020-21 Assessed Valuation:
- Direct Debt ($10,078,835,000) 1.28%
- Net Direct Debt ($9,990,575,000)....1.27%
- Total Gross Overlapping Tax and Assessment Debt....1.80%
- Total Net Overlapping Tax and Assessment Debt 1.79%
- Gross Combined Direct Debt ($10,241,750,000)....1.30%
- Net Combined Direct Debt ($10,143,733,943) 1.29%
- Gross Combined Total Debt....2.28%
- Net Combined Total Debt....2.27%

Ratios to Redevelopment Incremental Valuation ($76,110,321,447):
- Total Overlapping Tax Increment Debt 0.87%

(1) Does not reflect the issuance of the District's 2020 General Obligation Refunding Bonds, Series A on October 6, 2020, which refunded all of the District's outstanding General Obligation Bonds, Series KRY (2010); includes the District's General Obligation Bonds, Series KRY (2010) that were refunded. See " – District Debt – *General Obligation Bonds*."

(2) Includes the Prior Lease Obligations, all of which are expected to be paid or prepaid with proceeds of the Certificates. See "THE REFUNDING PLAN" in the forepart of the Official Statement.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Future Financings

General Obligation Bonds*.* The District may not issue general obligation bonds without voter approval and may not issue general obligation bonds in an amount greater than its bonding capacity. The District may not issue general obligation bonds under the Measure R Authorization, Measure Y Authorization or Measure Q Authorization, as applicable, if the tax rate levied to meet the debt service requirements under the related Authorization for general obligation bonds is projected to exceed $60 per year per $100,000 of taxable property in accordance with Article XIIIA of the State Constitution. See "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Article XIIIA of the State Constitution" and "– Proposition 39" herein.

Pursuant to the Education Code, the District's bonding capacity for general obligation bonds may not exceed 2.5% of taxable property valuation in the District as shown by the last equalized assessment roll of the County. The taxable property valuation in the District for fiscal year 2020-21 is approximately $787.68 billion, which results in a total current bonding capacity of approximately $19.69 billion. The District's available capacity for the issuance of new general obligation bonds is approximately $9.69 billion. The fiscal year 2020-21 assessed valuation of property within the District's boundaries of approximately $787.68 billion reflects an increase of 6.53% from fiscal year 2019-20. See "STATE FUNDING OF SCHOOL DISTRICTS – Local Property Taxation" and "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Article XIIIA of the State Constitution" herein.

The District has approximately $123,990,000 authorized and unissued general obligation bond authorization remaining under the Measure R Authorization. In addition, the District has approximately $70,150,000 authorized and unissued general obligation bond authorization remaining under the Measure Y Authorization. The District has approximately $4,406,105,000 authorized and unissued general obligation bond authorization remaining under the Measure Q Authorization. The District expects to issue up to $1.057 billion in additional general obligation bonds under Measure Q in fourth quarter of 2020. The District may issue additional general obligation bonds or general obligation refunding bonds in the future depending upon project needs and market conditions.

As provided in the text of each of the ballots of Proposition BB, Measure K, Measure R, Measure Y and Measure Q, the District Board does not guarantee that the respective bonds authorized and issued under the Proposition BB, Measure K, Measure R, Measure Y and Measure Q Authorizations will provide sufficient funds to allow completion of all potential projects listed in connection with said measures.

Lease Financings*.* The District may finance capital projects through the execution and delivery of certificates of participation or other obligations secured by general fund lease payments from time to time. See "– District Financial Policies and Related Practices – *Debt Management Policy*" herein.

Tax and Revenue Anticipation Notes*.* The District may issue tax and revenue anticipation notes in fiscal year 2020-21 depending on State funding and the extent of the deferrals under the 2020-21 State Budget and the ongoing impacts of the COVID-19 pandemic. The District cannot predict the full impact of the COVID-19 pandemic or changes in the economy on the District's finances for the current or subsequent fiscal years at this time.

CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues there shall first be set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. California school districts receive a significant portion of their funding from State appropriations. As a result, decreases as well as increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIIIA of the State Constitution

On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIIIA to the State Constitution ("Article XIIIA"). On June 3, 1986, California voters approved Proposition 46 ("Proposition 46") which amended Article XIIIA to permit local governments and school districts to increase the *ad valorem* property tax rate above 1% if two-thirds of those voting in a local election approve the issuance of such bonds and the proceeds of such bonds are used to acquire or improve real property.

The provisions of Article XIIIA were subsequently modified pursuant to Proposition 39, which was approved by California voters on November 7, 2000. See "– Proposition 39" below. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year or reduced in the event of declining property value caused by substantial damage, destruction or other factors including a general economic downturn. Subsequent amendments further limit the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on bonded indebtedness approved by the requisite percentage of voters voting on the proposition.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any *ad valorem* property tax (except to pay voter-approved indebtedness). The 1% *ad valorem* property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the up to 2% annual inflationary adjustment of the 1% tax base are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years. Separate *ad valorem* property taxes to pay voter approved indebtedness such as general obligation bonds are levied by the County on behalf of the local agencies. Article XIIIA effectively prohibits the levying of any other *ad valorem* property tax above the Proposition 13 limit except for taxes to support such indebtedness.

The full cash value of taxable property under Article XIIIA represents the maximum taxable value for property. Accordingly, the fair market value for a given property may not be the equivalent of the full cash value under Article XIIIA. During periods in which the real estate market within the District evidences an upward trend, the fair market value for a given property, which has not been reappraised due to a change in ownership, may exceed the full cash value of such property. During periods in which the real estate market demonstrates a downward trend, the fair market value of a given property may be less than the full cash value of such property and the property owner may apply for a "decline in value" reassessment pursuant to Proposition 8. Reassessments pursuant to Proposition 8, if approved by the Office of the County Assessor, lower valuations of properties (where no change in ownership has occurred) if the current value of such property is lower than the full cash value of record of the property. See "STATE FUNDING OF SCHOOL DISTRICTS – Local Property Taxation" in the forepart of this Official Statement. The value of a property reassessed as a result of a decline in value may change, but in no case may its full cash value exceed its fair market value. When and if the fair market value of a property which has received a downward reassessment pursuant to Proposition 8 increases above its Proposition 13 factored base year value, the Office of the County Assessor will enroll such property at its Proposition 13 factored base year value.

Article XIIIB of the State Constitution

An initiative to amend the State Constitution entitled "Limitation of Government Appropriations" was approved on September 6, 1979 thereby adding Article XIIIB to the State Constitution ("Article XIIIB"). In June 1990, Article XIIIB was amended by the voters through their approval of Proposition 111. Under Article XIIIB, the State and each local governmental entity have an annual "appropriations limit" and are not permitted to spend certain moneys that are called "appropriations subject to limitation" (consisting of tax revenues, State subventions and certain other funds) in an amount higher than the appropriations limit. Article XIIIB does not affect the appropriations of moneys that are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the appropriations limit is to be based on certain 1978-79 expenditures and is to be adjusted annually to reflect changes in costs of living and changes in population, and adjusted where applicable for transfer of financial responsibility of providing services to or from another unit of government. Among other provisions of Article XIIIB, if these entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. However, in the event that a school district's revenues exceed its spending limit, the district may, in any fiscal year, increase its appropriations limit to equal its spending by borrowing appropriations limit from the State, provided the State has sufficient excess appropriations limit in such year. See "STATE FUNDING OF SCHOOL DISTRICTS" herein.

The District Board adopted the annual appropriation limit for fiscal year 2020-21 of approximately $3.91 billion. The limitation applies only to proceeds of taxes and therefore does not apply to service fees and charges, investment earnings on non-proceeds of taxes, fines, and revenue from the sale of property and taxes received from the State and federal governments that are tied to special programs. For fiscal year 2019-20, the appropriations subject to limitation totaled approximately $3.87 billion.

Article XIIIC and Article XIIID of the State Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIIC and XIIID (respectively, "Article XIIIC" and "Article XIIID"), which contain a number of provisions affecting the ability of local agencies, including community college districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as community college 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 percent vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds percent vote under Article XIIIA, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIIC to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIIID deals with assessments and property-related fees and charges. Article XIIID explicitly provides that nothing in Article XIIIC or XIIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however, it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. Proposition 218 does not affect the *ad valorem* property taxes to be levied to pay debt service on the District's general obligation bonds.

Proposition 98

On November 8, 1988, State voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). The Accountability Act changed State funding of public education below the university level, and the operation of the State's Appropriations Limit, primarily by guaranteeing State funding for K-12 school districts and community college districts (collectively, "K-14 districts").

Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 districts are guaranteed the greater of (i) in general, a fixed percent of the State general fund's revenues ("Test 1"), (ii) the amount appropriated to K-14 districts in the prior year, adjusted for changes in the cost of living (measured as in Article XIIIB by reference to State per capita personal income) and enrollment

("Test 2"), or (iii) a third test, which would replace Test 2 in any year when the percentage growth in per capita State general fund revenues from the prior year plus 0.05% is less than the percentage growth in State per capita personal income ("Test 3"). Under Test 3, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 would become a "credit" to schools which would be the basis of payments in future years when per capita State general fund revenue growth exceeds per capita personal income growth. Legislation adopted prior to the end of fiscal year 1988-89 that implemented Proposition 98, determined the K-14 districts' funding guarantee under Test 1 to be 40.3% of the State general fund tax revenues, based on 1986-87 appropriations. However, that percentage has been adjusted to 34.559% to account for a subsequent redirection of local property taxes whereby a greater proportion of education funding now comes from local property taxes.

Proposition 98 permits the State Legislature, by a two-thirds vote of both houses of the State Legislature and with the Governor's concurrence, to suspend the K-14 districts' minimum funding formula for a one-year period. In the fall of 1989, the State Legislature and the Governor utilized this provision to avoid having 40.3% of revenues generated by a special supplemental sales tax enacted for earthquake relief go to K-14 districts. In the fall of 2004, the State Legislature and the Governor agreed to suspend the K-14 districts' minimum funding formula set forth pursuant to Proposition 98 in order to address a projected shortfall during fiscal year 2004-05. Proposition 98 also contains provisions transferring certain State tax revenues in excess of the Article XIIIB limit to K-14 districts.

The 2019-20 State Budget includes an estimated Proposition 98 minimum guarantee for fiscal year 2020-21 of $70.9 billion, which is a decrease in funding of $6.8 billion from fiscal year 2019-20. The reduction in Proposition 98 funding will result in per pupil spending of $10,654 in fiscal year 2020-21, a $1,339 reduction from fiscal year 2019-20. For further information concerning the impact of State Budgets on Proposition 98 funding, see "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act – *2020-21 State Budget*" herein.

Proposition 39

Proposition 39, which was approved by California voters in November 2000 ("Proposition 39"), provides an alternative method for passage of school facilities bond measures by lowering the constitutional voting requirement from two-thirds to 55% of voters and allows property taxes to exceed the current 1% limit in order to repay such bonds. The lower 55% vote requirement would apply only to bond issues to be used for construction, rehabilitation, or equipping of school facilities or the acquisition of real property for school facilities. The State Legislature enacted additional legislation which placed certain limitations on this lowered threshold, requiring that (i) two-thirds of the governing board of a school district approve placing a bond issue on the ballot, (ii) the bond proposal be included on the ballot of a Statewide or primary election, a regularly scheduled local election, or a Statewide special election (rather than a school district election held at any time during the year), (iii) the tax rate levied as a result of any single election not exceed $25 for a community college district, $60 for a unified school district, or $30 for an elementary school or high school district per $100,000 of taxable property value, and (iv) the governing board of the school district appoint a citizen's oversight committee to inform the public concerning the spending of the bond proceeds. In addition, the school board of the applicable district is required to perform an annual, independent financial and performance audit until all bond funds have been spent to ensure that the funds have been used only for the projects listed in the measure. The District's Measure K, Measure R, Measure Y and Measure Q bond programs were authorized pursuant to Proposition 39. See "DISTRICT FINANCIAL INFORMATION – District Debt – *General Obligation Bonds*" herein. The District is in full compliance with all Proposition 39 requirements.

Proposition 1A

Proposition 1A, which was approved by California voters in November 2004 ("Proposition 1A"), provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the Legislature. Proposition 1A provided, however, that beginning in fiscal year 2008-09, the State could shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses of the State Legislature and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the vehicle license fee rate below 0.65% of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates. The State's ability to initiate future exchanges and shifts of funds will be limited by Proposition 22. See "– Proposition 22" below.

Proposition 22

Proposition 22, which was approved by California voters in November 2010, prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash-flow or budget balancing purposes to the State general fund or any other State fund. Due to the prohibition with respect to State's ability to take, reallocate, and borrow money raised by local governments for local purposes, Proposition 22 supersedes certain provisions of Proposition 1A of 2004. See "– Proposition 1A" herein. In addition, Proposition 22 generally eliminated the State's authority to temporarily shift property taxes from cities, counties, and special districts to schools, temporarily increased school and community college district's share of property tax revenues, prohibited the State from borrowing or redirecting redevelopment property tax revenues or requiring increased pass-through payments thereof, and prohibited the State from reallocating vehicle license fee revenues to pay for State-imposed mandates. In addition, Proposition 22 requires a two-thirds vote of each house of the State Legislature and a public hearing process to be conducted in order to change the amount of fuel excise tax revenues shared with cities and counties. The LAO stated that Proposition 22 would prohibit the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies. However, the California Supreme Court, in *California Redevelopment Association v. Matosantos*, held that the dissolution provisions set forth in Assembly Bill No. 26 of the First Extraordinary Session (2011) were constitutional and permitted the State to allocate revenues that would have been directed to the redevelopment agencies to make pass-through payments (*i.e.*, payments that such entities would have received under prior law) to local agencies and to successor agencies for retirement of the debts and certain administrative costs of the redevelopment agencies.

Proposition 22 prohibits the State from borrowing sales taxes or excise taxes on motor vehicle fuels or changing the allocations of those taxes among local government except pursuant to specified procedures involving public notices and hearings. In addition, Proposition 22 requires that the State apply the formula setting forth the allocation of State fuel tax revenues to local agencies revert to the formula in effect on June 30, 2009. The LAO stated that Proposition 22 would require the State to adopt alternative actions to address its fiscal and policy objectives, particularly with respect to short-term cash flow needs. The District does not believe that the adoption of Proposition 22 will have a significant impact on their respective revenues and expenditures.

Proposition 30

Proposition 30, which was approved by voters in the State in November 2012 ("Proposition 30") authorized the State to temporarily increase the maximum marginal personal income tax rates for individuals, heads of households and joint filers above 9.3% by creating three additional tax brackets of 10.3%, 11.3% and 12.3%. The tax increases set forth in Proposition 30 were in effect from tax year 2012 to tax year 2018. In addition, Proposition 30 temporarily increased the State's sales and use tax rate by 0.25% from 2013 to 2016.

Pursuant to Proposition 30, the State included revenues from the temporary tax increases in the general fund calculation of the Proposition 98 minimum guarantee for education spending. The State deposited a portion of the new general fund revenues into an Education Protection Account established to support funding for schools and community colleges. The remainder of the new general fund revenues was available to help the State balance its budget through fiscal year 2017-18. However, the allocation of such revenues to particular programs was subject to the discretion of the Governor and the State Legislature.

In addition, Proposition 30 amended the State Constitution to address certain provisions relating to the realignment of State program responsibilities to local governments. Proposition 30 required the State to continue to provide tax revenues that were redirected in calendar year 2011 (or equivalent funds) to local governments to pay for transferred program responsibilities. Further, Proposition 30 permanently excluded sales tax revenues that are redirected to local governments from the calculation of the Proposition 98 minimum guarantee for schools and community colleges.

The Proposition 30 sales and use tax increases expired at the end of the 2016 tax year. Under Proposition 30, the personal income tax increases were set to expire at the end of the 2018 tax year. However, the voters approved on November 8, 2016 the California Tax Extension to Fund Education and Healthcare Initiative ("Proposition 55"), which extends by twelve years the temporary personal income tax increases on incomes over $250,000 that was first enacted by Proposition 30. Revenues from the tax increase will be allocated to school districts and community colleges in the State.

Proposition 2

General. Proposition 2, which included certain constitutional amendments to the Rainy Day Fund and, upon its approval, triggered the implementation of certain provisions which could limit the amount of reserves that may be maintained by a school district, was approved by the voters in the November 2014 election.

Rainy Day Fund. The Proposition 2 constitutional amendments related to the Rainy Day Fund (i) require deposits into the Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues; (ii) set the maximum size of the Rainy Day Fund at 10% of general fund revenues; (iii) for the next 15 years, require half of each year's deposit to be used for supplemental payments to pay down the budgetary debts or other long-term liabilities and, thereafter, require at least half of each year's deposit to be saved and the remainder used for supplemental debt payments or savings; (iv) allow the withdrawal of funds only for a disaster or if spending remains at or below the highest level of spending from the past three years; (v) require the State to provide a multiyear budget forecast; and (vi) create a Proposition 98 reserve (the "Public School System Stabilization Account") to set aside funds in good years to minimize future cuts and smooth school spending. The State may deposit amounts into such account only after it has paid all amounts owing to school districts relating to the Proposition 98 maintenance factor for fiscal years prior to fiscal year 2014-15. The State, in addition, may not transfer funds to the Public School System Stabilization Account unless the State is in a Test 1 year under Proposition 98 or in any year in which a maintenance factor is created.

SB 858. Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the Public School System Stabilization Account, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an A.D.A. of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an A.D.A. that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

SB 751. Senate Bill 751 ("SB 751"), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total general fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions basic aid school districts (also known as community funded districts) and small school districts having fewer than 2,501 units of average daily attendance.

The District, which has an ADA greater than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 1.00% of its general fund expenditures and other financing uses.

State School Facilities Bonds

General. The District applies for apportionments from State bond initiatives and historically has received funding from such State bond initiatives. No assurances can be given that the District will continue to apply for apportionments from current or future State bond initiatives or that the District will continue to receive funding from State bond initiatives for which it applies.

Proposition 47. The Class Size Reduction Kindergarten – University Public Education Facilities Bond Act of 2002 appeared on the November 5, 2002 ballot as Proposition 47 ("Proposition 47") and was approved by State voters. Proposition 47 authorized the sale and issuance of $13.05 billion in general obligation bonds by the State to fund construction and renovation of K-12 school facilities ($11.4 billion) and higher education facilities ($1.65 billion). Proposition 47 includes $6.35 billion for acquisition of land and new construction of K-12 school facilities. Of this amount, $2.9 billion is set aside to fund backlog projects for which school districts submitted applications to the State on or prior to February 1, 2002. The balance of $3.45 billion would be used to fund projects for which school districts submitted applications to the State after February 1, 2002. To be eligible for bond proceeds under Proposition 47, K-12 school districts are required to pay 50% of the costs for land acquisition and new construction with local revenues. In addition, Proposition 47 provided that up to $100 million of the $3.45 billion would be allocated for charter school facilities. Proposition 47 provides up to $3.3 billion for reconstruction or modernization of existing K-12 school facilities. Of this amount, $1.9 billion will be set aside to fund backlog projects for which school districts submitted applications to the State on or prior to February 1, 2002 and the balance of $1.4 billion would be used to fund projects for which school districts submitted applications to the State after February 1, 2002. K-12 school districts will be required to pay 40% of the costs for reconstruction or modernization with local revenues. Proposition 47 provides a total of $1.7 billion to K-12 school districts which are considered critically overcrowded, specifically to schools that have a large number of pupils relative to the size of the school site. In addition, $50 million will be available to fund joint-use projects. Proposition 47 also includes $1.65 billion to construct new buildings and related infrastructure, alter existing buildings and purchase equipment for use in the State's public higher education systems. As of September 1, 2020, the District has approximately $949.2 million in funds attributable to Proposition 47.

Proposition 55 (2004). The Kindergarten-University Public Education Facilities Bond Act of 2004 appeared on the March 2, 2004 ballot as Proposition 55 ("Proposition 55 (2004)") and was approved by State voters. Proposition 55 (2004) authorizes the sale and issuance of $12.3 billion in general obligation bonds by the State to fund construction and renovation of public K-12 school facilities ($10 billion) and public higher education facilities ($2.3 billion). Proposition 55 (2004) includes $5.26 billion for the acquisition of land and construction of new school buildings. Under Proposition 55 (2004), a school district is required to provide a 50% matching share for new construction or a 60% matching share for modernization projects with local resources unless it qualifies for state hardship funding. Proposition 55 (2004) also allocates up to $300 million of new construction funds for charter school facilities.

Proposition 55 (2004) makes $2.25 billion available for the reconstruction or modernization of existing public school facilities. School districts would be required to pay 40% of project costs from local resources. Proposition 55 (2004) directs a total of $2.44 billion to school districts with schools which are considered critically overcrowded. These funds would go to schools that have a large number of pupils relative to the size of the school site. Proposition 55 (2004) also makes a total of $50 million available to fund joint-use projects. Proposition 55 (2004) includes $2.3 billion to construct new buildings and related infrastructure, alter existing buildings and purchase equipment for use in these buildings for the State's public higher education systems. The measure allocates $690 million to the University of California and California State University and $920 million to community colleges in the State. The Governor and the State Legislature select specific projects to be funded by the bond proceeds. As of September 1, 2020, the District has approximately $2.3 billion in funds attributable to Proposition 55 (2004).

Proposition 1D. The Kindergarten-University Public Education Facilities Bond Act of 2006 was approved by State voters at the November 7, 2006 ballot as Proposition 1D ("Proposition 1D"). Proposition 1D authorizes the sale and issuance of $10.4 billion in general obligation bonds by the State to fund construction and renovation of public K-12 school facilities ($7.3 billion) and public higher education facilities ($3.1 billion). Proceeds of bonds issued by the State under Proposition 1D are required to be deposited in the 2006 State School Facilities Fund established in the State Treasury under the Greene Act and allocated by the State Allocation Board. Proposition 1D includes $1.9 billion for land acquisition and construction of new school buildings. Under Proposition 1D, a school district is required to pay for 50% of costs with local resources unless it qualifies for state hardship funding. Proposition 1D also allocates $500 million for charter school facilities.

Proposition 1D makes $3.3 billion available for the reconstruction or modernization of existing public school facilities. Districts would be required to pay 40% of project costs from local resources. Proposition 1D directs a total of $1.0 billion to school districts with schools that are considered critically overcrowded. These funds would go to schools that have a large number of pupils relative to the size of the school site. Proposition 1D also makes a total of $29 million available to fund joint-use projects. Proposition 1D includes $3.1 billion to construct new buildings and related infrastructure, alter existing buildings and purchase equipment for use in these buildings for California's public higher education systems. Pursuant to Proposition 1D, the Governor and the State Legislature select specific projects to be funded by the bond proceeds. As of September 1, 2020, the District has approximately $822.1 million in funds attributable to Proposition 1D.

Proposition 51. The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 was approved by State voters at the November 8, 2016 ballot as Proposition 51 ("Proposition 51"). Proposition 51 authorizes the sale and issuance of $9 billion in general obligation bonds by the State to fund new construction of school facilities ($3 billion), school facilities for charter schools ($500 million), modernization of school facilities ($3 billion), facilities for career technical education programs ($500 million), and acquisition, construction, renovation, and equipping of community college facilities ($2 billion). Proceeds of bonds issued by the State for K-12 under Proposition 51 are required to be deposited in the 2016 State School Facilities Fund established in the State Treasury under the Greene Act and allocated by the State Allocation Board. As of September 1, 2020, the State has provided to the District approximately $52.9 million in Proposition 51 funds.

Future Initiatives

The foregoing described amendments to the State Constitution and propositions 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 that further affect District revenues or the District's ability to expend revenues.

REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION

The District is located in the City of Los Angeles and portions of the County of Los Angeles. The following economic and demographic information pertains to the City of Los Angeles (the "City") and the County of Los Angeles (the "County"). The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors. For more information on the impact of the COVID-19 pandemic, see "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula – *Infectious Disease Outbreak.*"

The Lease Payments will be payable from any source of available funds of the District. The obligation of the District to make the Lease Payments does not constitute an indebtedness of the District, the State or any political subdivision thereof, including the County or the City.

Population

The following Table A-33 sets forth the estimates of the population of the City, the County and the State in calendar years 2016 through 2020.

TABLE A-33

POPULATION ESTIMATES
2016 through 2020

Year (as of January 1)	City of Los Angeles	County of Los Angeles	State of California
2016	3,972,008	10,158,196	39,131,307
2017	4,001,642	10,193,753	39,398,702
2018	4,019,818	10,209,676	39,586,646
2019	4,013,170	10,184,378	39,695,376
2020	4,010,684	10,172,951	39,782,870

Source: Department of Finance Demographic Research Unit.

Income

The following Table A-34 sets forth the median household income for the City, the County, the State and the United States for calendar years 2015 through 2019.

TABLE A-34

Median Household Income[1]
2015 through 2019

Year	City of Los Angeles	County of Los Angeles	State of California	United States
2015	$52,024	$59,134	$64,500	$55,775
2016	54,432	61,338	67,739	57,617
2017	60,197	65,006	71,513	61,423
2018	62,474	68,093	75,277	61,937
2019	67,418	72,797	80,440	65,712

(1) Estimated. In inflation-adjusted dollars.
Source: U.S. Census Bureau – Economic Characteristics – American Community Survey.

The following Table A-35 sets forth the distribution of income by certain income groupings per household for the City, the County, the State and the United States for calendar year 2019.

TABLE A-35

Income Groupings 2019[1]
(Percent of Households)

Income Per Household	City of Los Angeles	County of Los Angeles	State of California	United States
$24,999 & Under	20.0%	17.2%	15.1%	18.1%
$25,000-49,999	18.4	17.8	16.7	20.3
$50,000 & Over	61.5	65.1	68.3	61.6

(1) Estimated. In inflation-adjusted dollars. Data may not add up due to rounding.
Source: U.S. Census Bureau – Economic Characteristics – American Community Survey.

Employment

The District is within the Los Angeles-Long Beach Primary Metropolitan Statistical Area Labor Market (Los Angeles County). The following Table A-36 sets forth wage and salary employment in the County from calendar years 2015 through 2019.

TABLE A-36

Labor Force and Employment in the County of Los Angeles[1]
2015 through 2019

	2015	2016	2017	2018	2019
Civilian Labor Force	4,980,300	5,030,500	5,084,000	5,095,500	5,121,600
Employment	4,650,700	4,765,900	4,841,900	4,860,300	4,894,300
Unemployment	329,600	264,600	242,200	235,200	227,300
Unemployment Rate	6.60%	5.30%	4.80%	4.60%	4.40%
Wage and Salary Employment					
Farm	5,000	5,300	5,700	4,600	4,500
Mining and Logging	2,900	2,400	2,000	1,900	1,900
Construction	126,100	134,000	138,700	146,300	149,300
Manufacturing	368,200	360,800	349,000	341,200	339,200
Trade, Transportation and Utilities	822,200	835,600	845,700	851,600	851,500
Information	207,600	229,400	214,900	216,400	217,300
Financial Activities	215,600	219,800	221,600	223,200	223,900
Professional and Business Services	593,800	603,000	612,100	630,400	642,800
Educational and Health Services	745,900	772,700	800,600	821,300	843,600
Leisure and Hospitality	486,600	510,000	524,600	536,500	544,700
Other Services	151,000	153,300	155,700	158,800	158,400
Government	568,500	576,700	586,100	590,600	594,200
Total[1]	4,293,500	4,403,000	4,456,700	4,522,700	4,571,400

[1] Totals may not equal sum of component parts due to rounding.
Source: California Employment Development Department, Labor Market Information Division.

The following Table A-37 sets forth taxable sales in the County for the calendar years 2016 through 2020.

TABLE A-37

County of Los Angeles
Taxable Transactions[1]
2016 through 2020
($ in thousands)

Type of Business	2016	2017	2018	2019	2020[2]
Motor Vehicle and Parts Dealers	$ 18,502,763	$ 18,564,128	$ 18,935,861	$ 18,940,224	$ 3,633,407
Home Furnishings and Appliance Stores	7,842,401	7,608,635	7,536,953	7,247,948	1,405,006
Building Materials and Garden Equipment and Supplies Dealers	7,688,704	8,033,660	8,446,279	8,662,435	2,010,296
Food and Beverage Stores	6,696,653	6,922,448	7,106,527	7,248,714	1,774,047
Gasoline Stations	10,137,302	10,962,033	12,553,326	12,386,743	2,194,901
Clothing and Clothing Accessories Stores	11,413,847	11,554,496	12,258,410	12,526,793	1,941,730
General Merchandise Stores	10,904,814	11,249,712	12,583,909	12,906,976	2,669,966
Food Services and Drinking Places	22,002,191	23,198,676	24,016,431	25,056,194	4,022,470
Other Retail Group	14,808,367	15,186,560	15,707,358	17,161,638	4,683,590
Total Retail and Food Services	$109,997,043	$113,280,347	$119,145,054	$122,137,664	$24,335,415
All Other Outlets	$ 44,211,290	$ 45,979,009	$ 46,878,742	$ 49,638,663	$ 9,962,323
TOTAL ALL OUTLETS	$154,208,333	$159,259,356	$166,023,796	$171,776,327	$34,297,737

(1) Totals may not equal sum of component parts due to rounding.
(2) Values reflect first quarter of 2020.

Source: California Department of Tax and Fee Administration, Taxable Sales in California.

Leading County Employers

The economic base of the County is diverse with no one sector being dominant. Some of the leading activities include government (including education), business/professional management services (including engineering), health services (including training and research), tourism, distribution, and entertainment. The following Table A-38 sets forth the major employers in the County for fiscal year 2019-20.

TABLE A-38

County of Los Angeles
Major Employers[(1)]
2020

Employer	Product/Service	Employees
Los Angeles County	Government	113,207
Los Angeles Unified School District	Education	77,928
University of California, Los Angeles	Education	50,957
U.S. Government – Federal Executive Board	Government	50,000
Kaiser Permanente Southern California	Nonprofit health plan	41,349
City of Los Angeles	Government	34,172
State of California	Government	30,370
University of Southern California	Private university	22,164
Target Corp.	Retailer	20,000
Northrop Grumman Corp.	Systems and products in aerospace, electronics and information systems	18,000
Ralphs/Food 4 Less (Kroger Co. division)	Grocery retailer	15,532
Cedars-Sinai	Health system	15,302
Amazon	Online retailer	15,000
Allied Universal	Provider of security services and technology solutions	14,480
Providence	Health care	14,094
Walt Disney Co.	Media and entertainment	12,750
Long Beach Unified School District	Education	11,867
UPS	Logistics, transportation and freight	11,643
NBCUniversal	Media and entertainment	11,500
Home Depot	Home improvement retailer	11,200
AT&T Inc.	Telecommunications, DirecTV, cable, satellite and television provider	11,000
Albertsons Cos.	Retail grocer	10,000
Los Angeles County Metropolitan Transportation Authority	Transportation	9,978
Los Angeles Department of Water & Power	Energy	9,400
Mt. San Antonio Community College District	Education	8,857
California Institute of Technology	Private university, operator of Jet Propulsion Laboratory	8,463
Boeing Co.	Aerospace and defense, commercial jetliners, space and security systems	8,000
Wells Fargo & Co.	Diversified financial services	7,613
ABM Industries Inc.	Facility services, energy solutions, commercial cleaning, maintenance and repair	7,500
Bank of America Corp.	Banking and financial services	7,500
FedEx Corp.	Shipping and logistics	7,000
Los Angeles Community College District	Education	6,874
City of Hope	Treatment and research center for cancer, diabetes and other life-threatening diseases	6,730
Children's Hospital Los Angeles	Nonprofit freestanding children’s hospital	6,400
Raytheon Intelligence and Space	Advanced sensors, training, cyber and software solutions	6,316
Dignity Health	Health care	6,000
Space Exploration Technologies Corp.	Rockets and spacecraft	6,000
Costco Wholesale	Membership chain of warehouse stores	5,578
City of Long Beach	Government	5,500
SoCalGas	Natural gas utility	5,400

(1) The information on this list was provided by representatives of the employers themselves. Companies are ranked by the current number of full-time employees in Los Angeles County. Several additional companies may have qualified for this list, but failed to submit information or do not break out local employment data.

Source: “2020 Book of Lists,” Los Angeles Business Journal, August 31, 2020.

Construction

The following Table A-39 sets forth the valuation of permits for new residential buildings and the number of new single-family and multi-family dwelling units in the City for the years 2016 through 2020.

TABLE A-39

City of Los Angeles
Permit Valuations and Units of Construction(1)
2016 to 2020
($ in thousands)

Year	New Residential Valuation	New Single Family Dwelling Units	New Multi-Family Dwelling Units	Total New Units
2016	$3,733,909	1,857	11,468	13,325
2017	4,351,195	2,476	11,971	14,447
2018	4,655,644	2,792	13,915	16,707
2019	3,726,652	2,623	11,291	13,914
2020(2)	1,479,474	884	4,979	5,863

(1) Total may not equal sum of component parts due to rounding.
(2) Values reflect January through June of 2020.
Source: California Homebuilding Foundation | Construction Industry Research Board.

The following Table A-40 sets forth the lending activity, home prices and sales, recorded notices of default, unsold new housing and vacancy rates of properties within the County from 2016 through 2020.

TABLE A-40

County of Los Angeles
Real Estate and Construction Indicators
2016 to 2020

Indicator	2016	2017	2018	2019	2020[4]
Construction Lending[1]	$11,979	$13,619	$20,419	$14,193	$4,442
Residential Purchase Lending[1]	$53,362	$53,764	$48,203	$56,480	$28,219
New & Existing Median Home Prices	$521,558	$561,335	$598,387	$614,080	$629,629
New & Existing Home Sales	81,061	82,318	75,086	73,548	28,279
Notices of Default Recorded	13,802	11,402	9,726	9,821	3,428
Unsold New Housing (at year-end)	1,217	1,186[3]	--[3]	--[3]	--[3]
Office Market Vacancy Rates[2]	14.3%	14.4%	14.4%	14.1%	13.9%
Industrial Market Vacancy Rates[2]	0.9%	1.0%	1.4%	1.2%	1.8%

(1) Dollars in millions.
(2) Average of quarterly data.
(3) Data only available as of the end of First Quarter 2017.
(4) Values reflect First Quarter through Second Quarter of 2020.
Source: Real Estate Research Council of Southern California – Second Quarter 2020 (2016-2020)

The following Table A-41 sets forth information with respect to building permits and building valuations in the County from 2016 through 2020.

TABLE A-41

County of Los Angeles
Building Permits and Valuations(1)
2016 to 2020

	2016	2017	2018	2019	2020(2)
Residential Building Permits (Units)					
New Residential Permits					
Single Family	4,654	5,456	6,070	5,645	2,653
Multi-Family	15,685	17,023	17,152	15,820	6,702
Total Residential Building Permits	20,339	22,479	23,222	21,465	9,355
Building Valuations ($ in millions)					
Residential Building Valuations					
Single Family	$2,127	$2,353	$2,277	$1,932	$899
Multi-Family	2,815	3,258	3,223	2,951	1,195
Alterations and Additions	1,602	1,758	1,941	1,572	560
Residential Building Valuations Subtotal	$6,544	$7,368	$7,441	$6,455	$2,654
Non-Residential Building Valuations					
New Industrial Buildings	-	$135	$101	$63	$15
Office Buildings	$377	496	500	470	89
Store & Other Mercantile	547	791	817	1,174	630
Hotels and Motels	314	84	203	203	105
Industrial Buildings	139	135	101	63	15
Alterations and Additions	2,853	3,143	2,796	3,307	677
Amusement and Recreation	30	195	853	32	2
Parking Garages	263	239	320	231	94
Service Stations and Repair Garages	13	6	2	1	69
Other	723	948	1,102	827	325
Non-Residential Building Valuations Subtotal	$ 5,259	$6,038	$6,694	$6,310	$2,006
Total Building Valuations	$11,804	$13,406	$14,135	$12,765	$4,660

(1) Totals may not equal sum of component parts due to rounding.
(2) Values reflect January through June of 2020.
Sources: California Homebuilding Foundation (2016) | Construction Industry Research Board (2017-2020).

GLOSSARY OF CERTAIN TERMS AND ABBREVIATIONS

The following are definitions and abbreviations of certain terms used in this Appendix A.

"AALA" means the Associated Administrators of Los Angeles, which represents the middle managers in the District.

"ADA" means average daily attendance, a measure of pupil attendance used as the basis for providing revenue to school districts and as a measure of unit costs. ADA includes only in-seat attendance.

"BSA" means the Budget Stabilization Account.

"CAFR" means comprehensive annual financial report.

"CalPERS" means the California Public Employees' Retirement System, a defined benefit plan which covers classified personnel who work four or more hours per day.

"CalSTRS" means the California State Teachers' Retirement System, a defined benefit plan which covers all full-time certificated and some classified District employees.

"CARES Act" means Coronavirus Aid, Relief and Economic Security Act.

"CDE" means the California Department of Education.

"COLA" means cost-of-living adjustments, which is used in determining the District's funding from the State.

"Common Core" means Common Core State Standards.

"COPS" means certificates of participation.

"COVID-19" means Coronavirus Disease 2019.

"CSEA" means California School Employees Association.

"EL" means English learners, a classification for students.

"FRPM" means free or reduced-price meal.

"GASB" means the Governmental Accounting Standards Board, an operating entity of the Financial Accounting Foundation establish to set standards of financial accounting and reporting for state and local governmental entities.

"ISMP" means the Information Security Management Program.

"LACOE" means the Los Angeles County Office of Education.

"LAO" means the Legislative Analyst's Office of the State of California.

"LASPA" means the Los Angeles Sheriff's Professional Association.

"LASPMA" means the Los Angeles School Police Management Association.

"LCAP" means the Local Control and Accountability Plan.

"LCFF" means the Local Control Funding Formula.

"LEA" means local education agency as defined under the NCLB Act.

"LI" means students classified as foster youth.

"MPP" means minimum proportionality percentage.

"OCIP" means owner controlled insurance program.

"OPEB" means Other Post-Employment Benefits.

"PARS" means the Public Agency Retirement System, a defined contribution plan which covers the District's part-time, seasonal, temporary and other employees not otherwise covered by CalPERS or CalSTRS, but whose salaries would otherwise be subject to Social Security tax.

"PEPIP" means the Public Entity Property Insurance Program, an insurance pool comprised of certain cities, counties and school districts.

"PEPRA" means the California Public Employees' Pension Reform Act of 2013.

"PERB" means the Public Employee Relations Board.

"PLL" means pollution legal liability.

"SEIU" means Service Employees International Union.

"SFEU" means the Special Fund for Economic Uncertainties.

"SUP" means School Upgrade Program.

"UAAL" means unfunded actuarial accrued liability.

"UTLA" means the United Teachers Los Angeles, which is the collective bargaining unit representing teachers and support service personnel of the District.

APPENDIX B

AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2019

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LOS ANGELES UNIFIED SCHOOL DISTRICT

AUDITED ANNUAL

FINANCIAL REPORT

FOR FISCAL YEAR ENDED JUNE 30, 2019

2018-2019

LOS ANGELES, CA

LOS ANGELES UNIFIED SCHOOL DISTRICT
LOS ANGELES, CALIFORNIA

AUDITED ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2019

MR. AUSTIN BEUTNER
SUPERINTENDENT OF SCHOOLS

MS. MEGAN K. REILLY
DEPUTY SUPERINTENDENT, BUSINESS SERVICES & OPERATIONS
(EFFECTIVE JULY 8, 2019)

MR. V. LUIS BUENDIA
INTERIM CHIEF FINANCIAL OFFICER
(EFFECTIVE SEPTEMBER 3, 2019)

MR. SCOTT S. PRICE, PH.D.
CHIEF FINANCIAL OFFICER
(JULY 3, 2017 – AUGUST 31, 2019)

MS. JOY MAYOR
INTERIM CONTROLLER
(EFFECTIVE OCTOBER 16, 2019)

PREPARED BY
ACCOUNTING AND DISBURSEMENTS DIVISION

333 S. BEAUDRY AVENUE
LOS ANGELES, CALIFORNIA 90017

LOS ANGELES UNIFIED SCHOOL DISTRICT
Audited Annual Financial Report
Year Ended June 30, 2019

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LOS ANGELES UNIFIED SCHOOL DISTRICT
Audited Annual Financial Report
Year Ended June 30, 2019

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OTHER INDEPENDENT AUDITOR REPORTS

INTRODUCTORY SECTION

LOS ANGELES UNIFIED SCHOOL DISTRICT

December 13, 2019

The Honorable Board of Education
Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017

Dear Board Members:

The Audited Annual Financial Report of the Los Angeles Unified School District (District), for the fiscal year ended June 30, 2019, is hereby submitted. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the District. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the District. All disclosures necessary to enable the reader to gain an understanding of the District's financial activities have been included. The report also includes a "State and Federal Compliance Information" section, which is designed to meet the reporting requirements of the Office of the California State Controller, the U.S. General Accounting Office, the U.S. Office of Management and Budget, and the Single Audit Act Amendments of 1996.

Independent Audit

EC §41020 provides that each school district shall arrange for an audit by certified public accountants of its books and accounts, including the District's income by source of funds and expenditures by object and program. The District's contract auditor for 2018-19 is Simpson & Simpson, CPAs. The independent auditor's report on the basic financial statements is presented in the Financial Section of this report on page 1.

Management Discussion and Analysis (MD&A)

The MD&A provides an objective and easily readable analysis of the District's financial activities on both a short-term and long-term basis. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The District's MD&A can be found immediately following the report of the independent auditors.

Profile of the Los Angeles Unified School District

The District encompasses approximately 710 square miles in the western section of Los Angeles County. The District's boundaries include most of the City of Los Angeles, all of the Cities of Cudahy, Gardena, Huntington Park, Lomita, Maywood, San Fernando, Vernon and West Hollywood, and portions of the Cities of Bell, Bell Gardens, Beverly Hills, Calabasas, Carson, Commerce, Culver City, Hawthorne, Inglewood, Long Beach, Lynwood, Montebello, Monterey Park, Rancho Palos Verdes, Santa Clarita, South Gate and Torrance. The District was formed in 1854 as the Common Schools for the City of Los Angeles and became a unified school district in 1960.

As of June 30, 2019, the District operated 445 elementary schools, 81 middle/junior high schools, 94 senior high schools, 54 options schools, 24 multi-level schools, 14 special education schools, 54 magnet schools and 203 magnet centers, 2 community adult schools, 6 regional occupational centers, 3 skills center, 86 early education centers, 4 infant centers, and 19 primary school centers. The District is governed by a seven-member Board of Education elected by voters within the District to serve alternating five-year terms. These terms were extended to five years for members elected in 2015 and thereafter. As of June 30, 2019, the District employed 36,211 certificated, 29,851 classified, and 15,393 unclassified employees. Enrollment as of September 2018 was 486,259 students in K-12 schools, 30,676 students in adult schools and centers, and 12,396 children in early education centers.

As a reporting entity, the District is accountable for all activities related to public education in most of the western section of Los Angeles County. This report includes all funds of the District with the exception of the fiscally independent charter schools, which are required to submit their own individual audited financial statements, and the Auxiliary Services Trust Fund, which is not significant in relation to District operations. The Auxiliary Services Trust Fund was established in 1935 to receive and disburse funds for insurance premiums on student body activities and property, “all city” athletic and musical events, grants restricted for student activities, and other miscellaneous activities.

Economic Condition and Outlook

The UCLA Anderson Forecast, in its third quarterly report of 2019, is not calling for a recession but rather a slow growth over its three-year forecast period. The national forecast in real gross domestic product (GDP) growth is 2.1% in 2019, 1.2% in 2020 and rebounds back to 2.1% in 2021. The report also cited six economic concerns namely trade war with China, the weakening of business investment in equipment and structures, the negatively sloped yield curve, the slowdown in employment growth, the inability of housing activity to launch, and the stagnant stock market.

For California, the UCLA Anderson Forecast notes that the Golden State continues to outpace the nation in terms of job creation and economic growth because of its productivity gains through employment of labor-augmenting technology. However, the state economy is anticipated to weaken in the late 2020 due to the slowing U.S. and global economy. Real personal income growth is predicted to be 1.3%, 1.7%, and 1.9% in 2019, 2020, and 2021, respectively. The California forecast for employment growth is 0.8% in 2019, 1.7% in 2020, and 1.2% in 2021. On the other hand, unemployment rate for California is expected to average at 4.6% for the entire years of 2020 and 2021. As of October 2019, preliminary data from Bureau of Labor Statistics shows unemployment rate is 3.6% for the nation and 3.9% for California.

The Legislative Analyst Office’s (LAO) Fiscal Outlook for the 2020-21 Budget estimates the Proposition 98 minimum guarantee at $84.3 billion, an increase of $3.4 billion over the revised 2019-20 level. Proposition 98 is the measure passed by California voters in 1988 that establishes a minimum funding requirement for the K-14 education commonly referred to as the minimum guarantee. It is also estimated that the State will have $2.1 billion available for new commitments or programs in 2020-21 after using $1.1 billion to fund a 1.79% statutory cost-of-living adjustment (COLA) and changes in student attendance, and the required deposit of $350 million into the Proposition 98 Reserve. One part of the fiscal outlook report further explains how the minimum guarantee could change through 2023-24 under two possible economic scenarios. Under the growth scenario, the minimum guarantee increases gradually to $93.9 billion in 2023-24 from $80.9 billion in 2019-20, an average annual increase of $3.3 billion or 3.8 percent over this period. Under the recession scenario, the minimum guarantee is slowing down and estimated at $88.4 billion in 2023-24. The guarantee is projected to drop below the level in the growth scenario by $7.3 billion in 2021-22, $9 billion in 2022-23, and $5.4 billion in 2023-24. Furthermore, the report points out that the State not only would be unable to fund COLA in 2021-22 and 2022-23 but would also need to reduce spending assuming it funds at the lower minimum guarantee.

Superintendent's Strategic Plan

The Strategic Plan represents L.A. Unified's commitment to 100% graduation. This will be achieved through excellence, high expectations and continuous learning. The plan also outlines fundamental strategy, the essential elements of effective learning environments, objectives and key initiatives. The plan is intended to cultivate common understanding and coherence, and to empower all stakeholders to take action toward creating a district of graduates. It provides the prioritized framework from which L.A. Unified will work.

In its relentless pursuit to educate, graduate and inspire its diverse student population, L.A. Unified must make certain that it has access to the highest caliber staff and services available. It must also guarantee that families are actively and meaningfully involved. Each and every person plays an important role in meeting the academic, social-emotional and physical needs of L.A. Unified students.

Financial Information

The District maintains internal accounting controls designed to provide reasonable assurance that assets are safeguarded against loss from unauthorized use and disposition and to provide reliable records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes the importance of a close evaluation of costs and benefits, which requires estimates and judgments by management. The objective is to establish effective internal controls, the cost of which should not exceed the benefits derived therefrom. We believe that the District's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

School districts in California are required by Education Code Section 41010 to follow the California School Accounting Manual in preparing reports to the State. The District utilizes a single-adoption budget schedule that requires Final Budget adoption by the State-mandated July 1 deadline. The District is allowed to modify its adopted budget within 45 days of the passage of the State budget.

Education Code Section (EC§) 42600 mandates that a school district's expenditures may not legally exceed budgeted appropriations by major object classification, namely certificated salaries, classified salaries, employee benefits, books and supplies, services and other operating expenditures, capital outlay, other outgo, and other financing uses. EC §42600 further specifies that districts may not spend more than the amounts authorized in the Final Budget as adjusted during the fiscal year.

Encumbrance accounting is utilized to ensure effective budgetary control and accountability. Unencumbered appropriations lapse at year end and encumbrances outstanding at that time are reported as assigned fund balance for subsequent year expenditures.

Financial Results

In 2018-19, the Statement of Changes in Net Position shows that the District's Net Position increased by $3.5 billion during the year. The Unrestricted Net Position, which is negative, improved from -$19.5 billion to -$16.0 billion. The negative Unrestricted Net Position is largely the result of net other postemployment (OPEB) liability and net pension liability for various retirement plans. The noted increase in the District's Net Position is primarily attributable to a change in the District's implementation of a more cost-effective health care plan resulting in a significant reduction in its Net OPEB liability. In contrast, the net pension liability continues to increase as the District's proportionate share of the unfunded liability rises.

In 2018-19, the fund balance of the General Fund increased by $0.2 billion from $2.0 billion to $2.2 billion. This slight increase was due to overall savings from the operating expenditures.

Audit Results

The District received an Unmodified financial audit. An unmodified or "clean" opinion is issued when the auditor is able to state that the financial statements are fairly presented in all material respects in conformity with generally accepted accounting principles (GAAP). For the federal compliance audit, all 8 programs audited received an Unmodified audit. The District also received an Unmodified state compliance audit.

There were 12 audit findings in 2018-19 as there were in 2017-18. The amount of questioned costs increased from $63,132 to $616,263. Despite the increase in audit questioned cost, primarily due to an increase in sample size, the District continues to remain fully committed to strong compliance with Federal and State guidelines, as evidenced by a relatively stable number of audit findings. The District will continue to work with schools and offices to focus on resolving these areas of internal control and compliance issues.

Acknowledgments

We wish to express our appreciation to the Division of Accounting and Disbursements team, the various District divisions who assisted in the preparation of this report, school based and program staff for their cooperation in providing requested audit information and their assistance in resolving potential audit findings, and acknowledge the effort of our independent auditors.

Respectfully submitted,

Austin Beutner
Superintendent of Schools

Prepared by:

Joy Mayor
Interim Controller

V. Luis Buendia
Interim Chief Financial Officer

BOARD OF EDUCATION

Dr. Richard A. Vladovic, President
Board District 7

Dr. George J. McKenna III
Board District 1

Mónica García
Board District 2

Scott Schmerelson
Board District 3

Nick Melvoin
Board District 4

Jackie Goldberg
Board District 5

Kelly Gonez
Board District 6

PRINCIPAL SCHOOL DISTRICT OFFICIALS

Austin Beutner
Superintendent of Schools

Megan K. Reilly
Deputy Superintendent, Business Services & Operations
(Effective July 8, 2019)

V. Luis Buendia
Interim Chief Financial Officer
(Effective Septermber 3, 2019)

Dr. Scott S. Price
Chief Financial Officer
(July 3, 2017 – August 31, 2019)

Joy Mayor
Interim Controller
(Effective October 16, 2019)

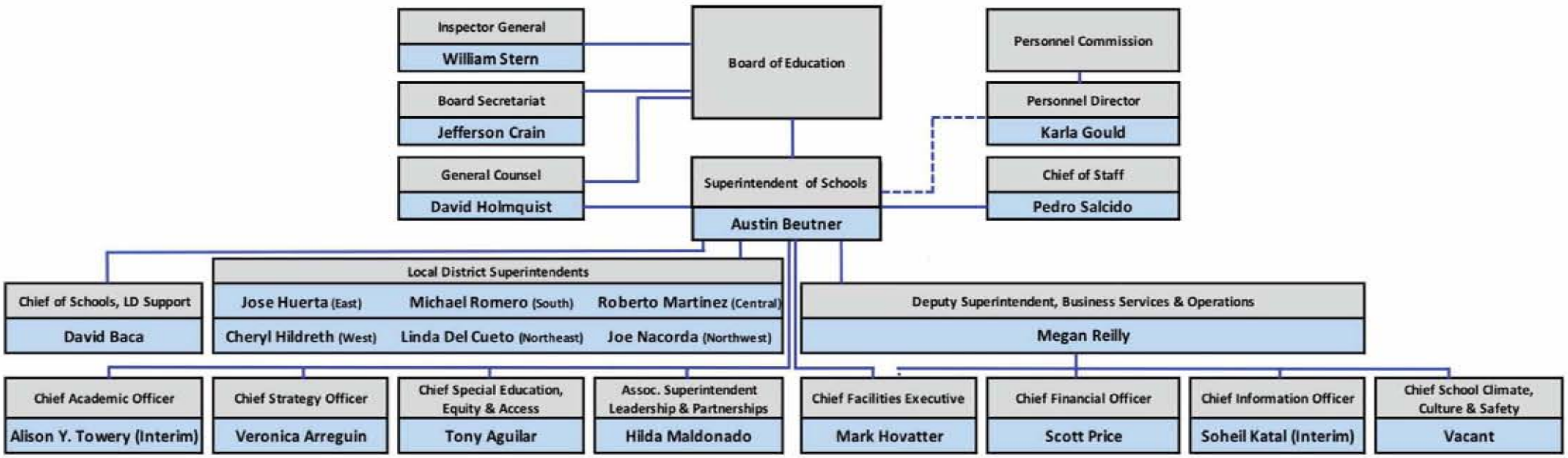
LOCAL DISTRICT OFFICIALS

	Local District Superintendent	Administrator of Instruction	Administrator of Operations	Administrator of Parent & Community Engagement	Administrator of Special Education
Northeast:	Linda Del Cueto	Sandra Gephart Fontana	Andres E. Chait	Patrizia Puccio	Alesha Haase
Northwest:	Joseph Nacorda	Margaret Kim	Debra Bryant	Gonsalo Garay	Lisa Kendrick
South:	Michael Romero	Pedro Garcia John Vladovic	Peter Hastings	Deborah Siriwardene	Jennifer McConn
East:	Jose Huerta	Frances Baez	Sergio Franco	Elsa Tinoco Enciso	Janet Montoya
West:	Cheryl P. Hildreth	Salvador Rodriguez (Interim)	Ra'Daniel McCoy	Traci Calhoun	Annmarie Serrano
Central:	Roberto A. Martinez	Jared Du Pree	Eugene Hernandez	Theresa Arreguin	Yolanda Bueno

LOS ANGELES UNIFIED SCHOOL DISTRICT

Organization Chart

2019-2020



As of August 26, 2019

FINANCIAL SECTION

SIMPSON & SIMPSON
CERTIFIED PUBLIC ACCOUNTANTS

FOUNDING PARTNERS
BRAINARD C. SIMPSON, CPA
MELBA W. SIMPSON, CPA

U.S. BANK TOWER
633 WEST 5TH STREET, SUITE 3320
LOS ANGELES, CA 90071
(213) 736-6664 TELEPHONE
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Independent Auditor's Report

To The Honorable Board of Education
Los Angeles Unified School District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the **Los Angeles Unified School District** (the District) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the provisions of California Code of Regulations (CCR), Title 5, Education, Section 19810. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Los Angeles Unified School District as of June 30, 2019, and the respective changes in financial position, and where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 to 13 and the required supplementary information on pages 75 to 79 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The introductory section, the supplementary information, and the state and federal compliance information section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements

The supplementary information on pages 80 to 109, 117 to 124, and 130, and the schedule of expenditures of federal awards and related notes on pages 131-134, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section and the supplementary information on pages 111 to 116 and 125 to 129 have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Simpson & Simpson

Los Angeles, California
December 13, 2019

As management of the Los Angeles Unified School District, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2019.

We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i-iv of this report.

Financial Highlights

- The liabilities plus deferred inflows of resources of the District exceeded its assets plus deferred outflows of resources at the close of the most recent fiscal year by $10.3 billion (net position). This amount includes $16.0 billion deficit in unrestricted net position resulting primarily from the net pension liability for various retirement plans totaling $7.0 billion and the net other postemployment benefits (OPEB) liability totaling $11.2 billion.
- The District's total net position increased by $3.5 billion from the prior year primarily due to decrease in the net OPEB liability by $3.8 billion. The decrease was primarily due to the District's implementation of a more cost-effective health care plan.
- The District's total long-term liabilities decreased by $0.5 billion (4.3%) during the current fiscal year. The decrease resulted primarily from debt service payments of the General Obligation bonds and Certificates of Participation (COPs).
- As of the close of the 2019 fiscal year, the District's governmental funds reported combined ending fund balances of $4.6 billion, a decrease of $0.5 billion from the fiscal year ended June 30, 2018.
- At the end of the current fiscal year, assigned and unassigned fund balances for the General Fund, including reserve for economic uncertainties, was $1.9 billion, or 25.2% of total General Fund expenditures.

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between these elements as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

(Continued)

Each of the government-wide financial statements relates to functions of the District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the District are all related to public education.

The government-wide financial statements can be found on pages 14-15 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains 20 individual governmental funds. In the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances, separate columns are presented for General Fund, District Bonds Fund, Bond Interest and Redemption Fund, and all other funds. Individual account data for all other nonmajor governmental funds are provided in the form of *combining statements* elsewhere in this report.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with the budget.

The governmental fund financial statements can be found on pages 16 and 18 of this report.

Proprietary funds. The District maintains Internal Service Funds as the only type of proprietary fund. Internal service funds are an accounting device used to accumulate and allocate costs internally among the District's various functions. The District uses internal service funds to account for Health and Welfare Benefits, Workers' Compensation Self-Insurance, and Liability Self-Insurance. Because all of these services benefit governmental functions, they have been included within governmental activities in the government-wide financial statements.

It is the District's practice to record estimated claim liabilities at the present value of the claims, in conformity with the accrual basis of accounting, for all its internal service funds.

The proprietary fund financial statements can be found on pages 21-23 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The fiduciary fund financial statements can be found on pages 24-25 of this report.

Notes to basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 26-73 of this report.

Combining and individual fund schedules and statements. Combining schedules and statements consisting of the budget to actual comparisons for District Bonds Fund, Bond Interest and Redemption Fund, the individual accounts within the nonmajor governmental funds, the internal service funds and the fiduciary funds are presented immediately following the required supplementary information. Combining and individual fund schedules and statements can be found on pages 80-109 of this report.

Government-wide Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the District, liabilities plus deferred inflows of resources exceeded assets plus deferred outflows of resources by $10.3 billion at the close of the most recent year.

The District's net position reflects its investments in capital assets ($4.4 billion) (e.g., land, buildings, and equipment), less any related debt used to acquire those assets that are still outstanding. The District uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the District's investments in its capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The District's restricted net position ($1.3 billion) represents resources that are subject to external restrictions on how they may be used. The majority of this pertains to capital projects funds, primarily the County School Facilities Bonds Fund and Bond Interest and Redemption Fund. The remaining negative balance in unrestricted net position (-$16.0 billion) resulted primarily from the net pension liability for various retirement plans totaling $7.0 billion and the net OPEB liability totaling $11.2 billion.

At the end of the 2019 fiscal year, the District is able to report positive balances in all categories of net position except for unrestricted net position.

The $0.1 billion increase in net capital assets primarily relates to costs incurred for school construction and modernization projects throughout the District which is higher compared to the recognition of depreciation expense.

Long-term liabilities decreased by $0.5 billion primarily due to a decrease in certificate of participations and general obligation bonds payable as a result of debt service payments and debt refunding to avail of lower interest rates.

Summary Statements of Net Position (in thousands)

As of June 30, 2019 and 2018:

	Governmental Activities	
	2019	**2018**
Current Assets	$ 6,614,272	$ 7,026,809
Capital Assets, net	14,521,361	14,385,240
Total Assets	21,135,633	21,412,049
Deferred Outflows of Resources	2,878,171	3,362,207
Current Liabilities	1,067,507	1,058,131
Long-term Liabilities	11,805,604	12,333,350
Net Pension Liability	6,996,258	6,971,551
Net Other Postemployment Benefits Liability	11,180,799	14,968,510
Total Liabilities	31,050,168	35,331,542
Deferred Inflows of Resources	3,296,938	3,311,115
Net Position:		
Net investment in capital assets	4,442,209	4,349,896
Restricted for:		
Debt service	720,972	708,857
Program activities	548,143	629,085
Unrestricted	(16,044,626)	(19,556,239)
Total Net Position	$ (10,333,302)	$ (13,868,401)

(Continued)

Summary Statements of Changes in Net Position (in thousands)

Year ended June 30, 2019 and 2018:

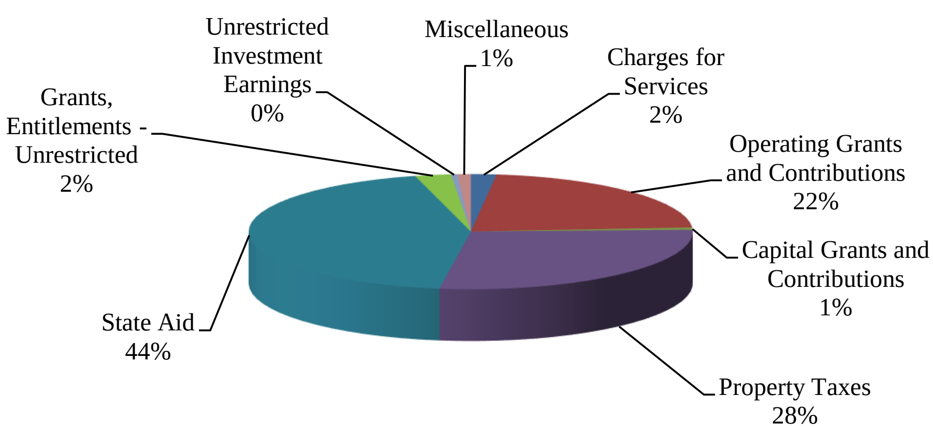
	Governmental Activities	
	2019	**2018**
Revenues:		
Program Revenues:		
Charges for services	$ 170,963	$ 185,195
Operating grants and contributions	2,024,728	1,854,599
Capital grants and contributions	59,665	123,916
Total Program Revenues	2,255,356	2,163,710
General Revenues:		
Property taxes levied for general purposes	1,636,956	1,532,320
Property taxes levied for debt service	880,988	813,562
Property taxes levied for community redevelopment	36,856	31,330
State aid not restricted to specific purpose	4,020,702	3,911,190
Grants, entitlements, and contributions not restricted to specific programs	241,481	213,169
Unrestricted investment earnings	43,501	35,318
Miscellaneous	88,938	138,658
Total General Revenues	6,949,422	6,675,547
Total Revenues	9,204,778	8,839,257
Expenses:		
Instruction	2,470,641	4,579,527
Support Services:		
Support services – students	244,374	461,769
Support services – instructional staff	351,137	584,654
Support services – general administration	63,613	69,037
Support services – school administration	258,220	512,127
Support services – business	154,490	226,862
Operation and maintenance of plant services	455,189	780,229
Student transportation services	120,340	186,567
Data processing services	33,604	59,161
Operation of noninstructional services	327,121	528,292
Facilities acquisition and construction services	109,706	183,869
Other uses	4,916	5,224
Interest expense	420,863	405,430
Depreciation – unallocated	655,465	622,106
Total Expenses	5,669,679	9,204,854
Changes in Net Position	3,535,099	(365,597)
Net Position – Beginning of Year	(13,868,401)	(13,502,804)
Net Position – End of Year	$ (10,333,302)	$ (13,868,401)

(Continued)

The District's net position increased by $3.5 billion from the prior year. This is primarily due to the District's implementation of a more cost-effective health care plan. This resulted in a decrease of $3.8 billion in the District's net OPEB liability.

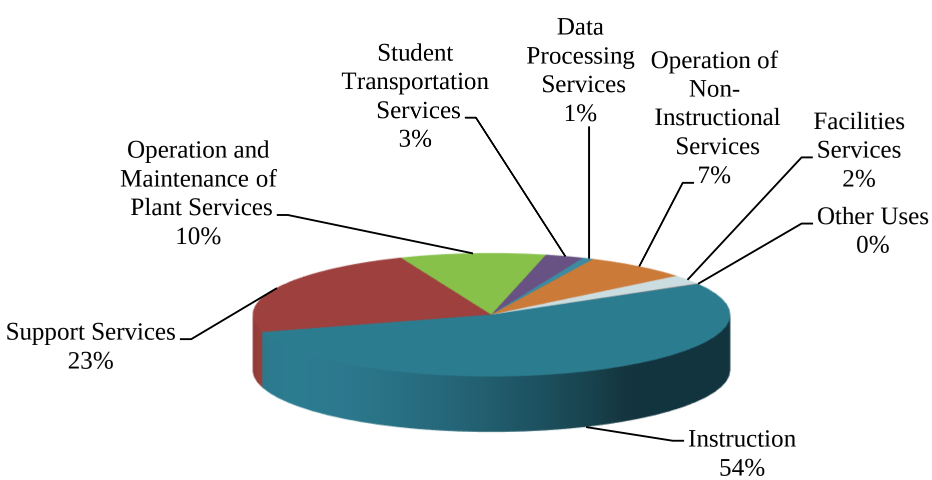
The following graph shows that state aid, property taxes, and operating grants and contributions are the main revenue sources of the District.

Revenues by Source
Year Ended June 30, 2019



The following graph shows that instruction and support services are the main expenses of the District.

Expenses
Year Ended June 30, 2019



Financial Analysis of the Governmental Funds

As noted earlier, the District uses fund accounting to facilitate compliance with finance-related requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. Committed, assigned, and unassigned balances comprise the unrestricted fund balances and may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the District's governmental funds reported combined ending fund balances of $4.6 billion, a decrease of $0.5 billion in comparison with the prior year. Approximately 74.9% of this total combined ending fund balance consists of the assigned fund balance totaling $1.1 billion (23.7%) and nonspendable and restricted fund balances totaling $2.4 billion (51.2%), which can only be spent for specific purposes because of laws and regulations or grantor restrictions. The remaining $1.2 billion (25.1%) of this total combined ending fund balance constitutes committed fund balance totaling $0.2 billion (3.8%), which represents commitment for ongoing salary increases of District employees, and unassigned fund balance totaling $1.0 billion (21.3%), which includes spendable amounts not contained in the other classifications.

The General Fund is the primary operating fund of the District. At the end of the 2019 fiscal year, the unassigned fund balance of the General Fund was $1.0 billion, while the total fund balance is $2.2 billion. The fund balance of the District's General Fund increased by $0.2 billion during the current fiscal year. This is primarily attributable to the overall decrease in spending by the District.

Other changes in fund balances in the governmental funds are detailed as follows (in thousands):

			Other Governmental Funds			
	District Bonds	**Bond Interest and Redemption**	**Special Revenue**	**Debt Service**	**Other Capital Projects**	**Total**
Fund Balance, June 30, 2019:						
Nonspendable						
Revolving cash and imprest funds	$ 642	$ —	$ 16	$ —	$ —	$ 16
Inventories	—	—	9,065	—	—	9,065
Prepaids	—	—	45	—	—	45
Restricted	916,651	849,158	106,191	33,980	306,708	446,879
Assigned	—	—	7,961	—	169,877	177,838
Total	917,293	849,158	123,278	33,980	476,585	633,843
Fund Balance, July 1, 2018	1,477,680	810,110	103,104	41,031	638,663	782,798
Increase (decrease) in fund balance	$ (560,387)	$ 39,048	$ 20,174	$ (7,051)	$ (162,078)	$ (148,955)

The fund balance decreased during the current year for the District Bonds due to continued spending for school construction, modernization projects, and renovation. The increase of $39.0 million in Bond Interest and Redemption was attributable to the increase in property tax levy for local bond debt service. Special Revenue also increased primarily due to increase in revenue in the Cafeteria Fund.

The decrease of $0.2 billion for the Capital Projects due to spending on projects primarily in the County School Facilities Bonds combined with project cost transfers to other capital project accounts. Debt Service decreased slightly due to the release of a debt service reserve fund.

Proprietary funds. The District's proprietary funds provide the same type of information found in the government-wide financial statements.

At the end of the year, the District's proprietary funds have an unrestricted net position of $0.4 billion. The net increase of $89.3 million in the current year is primarily attributed to a net operating margin in the Workers' Compensation Self-Insurance Fund and Health and Welfare Benefits Fund. The net increase was mainly due to higher interest income and higher contributions to the fund offset by lower expenditures as a result of the District's implementation of a more cost-effective health care plan.

General Fund Budgetary Highlights

Los Angeles Unified School District closely monitors and reviews its revenue and expenditure data to ensure that a sufficient ending balance is maintained. This monitoring and review occurs from the development of the budgeted data through the State-mandated first and second interim financial reports, and at year end, utilizing the actual revenue and expenditure data.

Modified Final Budget vs. Original Final Budget

The District's Original Final Budget, which was approved as a revised budget by the Board of Education on October 2, 2018 and by the Los Angeles County of Education on November 8, 2018, is based on assumptions from the State's Enacted Budget, while the Modified Final Budget is based not only on the State's Enacted Budget but also on all other known State budgetary changes and changes to the District's priority of program implementations and/or planned expenditures since the Original Final Budget. Differences between the 2018-19 General Fund Original Final Budget and the Modified Final Budget, resulted in a lower budgeted ending balance by $0.1 billion, from $1.9 billion to $1.8 billion. Adjustments to the Original Final Budget were an increase in beginning balance by $11.8 million, an increase in budgeted revenues and financing sources by $0.4 billion, and an increase in budgeted expenditures and other financing uses by $0.6 billion.

The increase in beginning balance by $11.8 million was due to the reflection of an audit adjustment. The net increase in budgeted revenues and other financing sources of $0.4 billion was mostly due to a higher grant recognition of $0.1 billion, increase in State's on-behalf contribution to California State Teachers' Retirement System (CalSTRS) of $0.2 billion, and proceeds from legal settlement of $34.0 million.

The change in estimated expenditures and other financing uses of $0.6 billion was mostly attributable to budget changes to fund salary increases due to collective bargaining agreements of $0.3 billion, to increase grant expenditure authority by $0.1 billion and State's on-behalf contribution to California State Teachers' Retirement System (CalSTRS) by $0.2 billion due to a higher revenue.

Actual vs. Modified Final Budget

The beginning balance remained the same on both the Actual and the Modified Final Budget. The unfavorable variance of $57.9 million in revenues and other financing sources between the Actual and Modified Final Budget was mostly due to adjustments of $0.1 billion on multi-year grants which are budgeted in their entirety but earned only to the extent of actual expenditures incurred. The lower recognition of grant amounts are offset by increased Local Control Funding Formula (LCFF) revenue of $17.4 million resulting from adjustments in the prior year funded Average Daily Attendance (ADA), higher Other State Revenue of $15.0 million mostly from State Lottery and Special Education apportionment attributable to changes in funded Average Daily Attendance (ADA) and allocation rates, improved interest income of $8.7 million brought about by higher interest rate and cash balance, and the recognition of eminent domain settlement amount received from Los Angeles World Airport Agency (LAWA) of $30.5 million. The favorable variance of $0.5 billion in expenditures and other financing uses between the Actual and the Modified Final Budget was mostly from school carryover accounts. The unspent portion of these school accounts will be carried over into the next fiscal year to pay for future obligations. The largest decreases in expenditures were mainly in Books and Supplies ($0.2 billion), Certificated Salaries ($0.1 billion), and Services and Other Operating Expenditures ($0.1 billion).

Differences between the Actual and Modified Final Budget resulted in a higher ending balance by $0.5 billion, from $1.7 billion to $2.2 billion.

Capital Assets and Debt Administration

Capital assets. The District's investment in capital assets for its governmental activities as of June 30, 2019 amounts to $14.5 billion (net of accumulated depreciation), 0.9% increase from the prior year. The investment in capital assets includes sites, improvement of sites, buildings and improvements, equipment, and construction in progress, net of any related accumulated depreciation. The increase is primarily due to various Americans with Disabilities Act (ADA) improvement, seismic, heating, ventilation, and air conditioning (HVAC), and comprehensive modernization projects at school sites.

Summary of capital assets (net of accumulated depreciation) is as follows (in thousands):

	Governmental Activities	
	2019	**2018**
Sites	$ 3,099,629	$ 3,098,633
Improvement of sites	239,385	209,103
Buildings and improvements	9,576,623	9,847,457
Equipment	314,114	424,898
Construction in progress	1,291,610	805,149
Total	$ 14,521,361	$ 14,385,240

Additional information on the District's capital assets can be found in Note 7 on pages 40-41 of this report.

Long-term obligations. At the end of the current fiscal year, the District had total long-term obligations of $30.0 billion. Of this amount, $10.9 billion comprises of debt to be repaid by voter-approved property taxes and not by the General Fund of the District.

Summary of long-term obligations is as follows (in thousands):

	Governmental Activities	
	2019	2018
General Obligation Bonds	$ 10,891,318	$ 11,390,146
Certificates of Participation (COPs)	185,554	202,192
Capital Lease Obligations	499	676
Children's Center Facilities Revolving Loan	159	238
Liability for Compensated Absences	77,117	64,983
Liability for Other Employee Benefits	45,660	52,547
Self-insurance Claims	603,002	621,148
Net Pension Liability	6,996,258	6,971,551
OPEB	11,180,799	14,968,510
Arbitrage Payable	2,295	1,420
Total	$ 29,982,661	$ 34,273,411

The District's total long-term obligations decreased by $4.3 billion (12.5%) during the current fiscal year. The decrease was primarily due to the District's implementation of a more cost-effective health care plan. In addition, certificate of participations and general obligation bonds payable decreased as a result of debt service payments and debt refunding to avail of lower interest rates.

Long-Term Credit Ratings

Below are the District's long-term credit ratings as of June 30, 2019 from rating agencies that carry ratings on all or some of the District's outstanding GO bonds and COPs issued:

1. Moody's Investors Service (Moody's) rated the District's GO bonds and COPs as "Aa3" and "A2", respectively, with a Stable Outlook.
2. Fitch Ratings (Fitch) rated the District's GO bonds as "AAA" with a Stable Outlook. Fitch also provided an Indicative Default Rating of "A" with a Negative Outlook.
3. Standard & Poor's (S&P) rated the District's GO bonds and COPs as "A+" and "A", respectively, with a Negative Outlook.
4. Kroll Bond Rating Agency (Kroll) rated the District's GO bonds as "AA+" with a Stable Outlook.

The District purchased municipal bond insurance and/or reserve surety bond policies at the time of issuance for some of its COPs and bonds. Moody's, S&P and Fitch assigned insured ratings of "Aaa", "AAA" and "AAA", respectively, on said COPs and bonds at the time of issuance. Subsequent to February 1, 2008, the rating agencies downgraded the ratings of certain bond insurers, including all of those who had issued bond insurance policies and/or surety bonds on District issues.

State statutes limit the issuance of general obligation bond debt by a unified school district if the outstanding general obligation bonds are more than 2.5% of its total taxable property. The debt limitation for the District as of June 30, 2019 is $17.3 billion, which is in excess of the District's outstanding general obligation bond debt.

Additional information on the District's long-term obligations can be found in Notes 11 and 12 on pages 65-69 of this report.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. This report is available on the District's website, under the Office of the Chief Financial Officer homepage (https://achieve.lausd.net/Page/1679). Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Chief Financial Officer, Los Angeles Unified School District, P.O. Box 513307-1307, Los Angeles, California 90051-1307.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Net Position
June 30, 2019
(in thousands)

	Governmental Activities
Assets:	
Cash in county treasury, in banks, and on hand	$ 5,939,842
Cash held by trustee	59,114
Property taxes receivable	76,398
Accounts receivable, net	413,397
Accrued interest receivable	27,462
Prepaids	55,012
Inventories	29,502
Accounts receivable, non current	8,500
Other assets	5,045
Capital assets:	
Sites	3,099,629
Improvement of sites	701,353
Buildings and improvements	16,156,932
Equipment	2,248,496
Construction in progress	1,291,610
Less accumulated depreciation	(8,976,659)
Total Capital Assets, Net of Depreciation	14,521,361
Total Assets	21,135,633
Deferred Outflows of Resources	2,878,171
Liabilities:	
Vouchers and accounts payable	231,259
Contracts payable	109,648
Accrued payroll	254,106
Accrued interest	246,493
Other payables	194,767
Unearned revenue	31,234
Long-term liabilities:	
Portion due within one year	770,081
Portion due after one year	11,035,523
Net pension liability	6,996,258
Net other postemployment benefits liability	11,180,799
Total Liabilities	31,050,168
Deferred Inflows of Resources	3,296,938
Net Position:	
Net investment in capital assets	4,442,209
Restricted for:	
Debt service	720,972
Program activities	548,143
Unrestricted	(16,044,626)
Total Net Position	$ (10,333,302)

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Activities
Year Ended June 30, 2019
(in thousands)

Functions/programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
Governmental activities:					
Instruction	$ 2,470,641	$ 27,442	$ 933,363	$ —	$ (1,509,836)
Support services – students	244,374	1,799	164,215	—	(78,360)
Support services – instructional staff	351,137	354	217,179	—	(133,604)
Support services – general administration	63,613	—	148	—	(63,465)
Support services – school administration	258,220	—	79,367	—	(178,853)
Support services – business	154,490	8,659	82,161	—	(63,670)
Operation and maintenance of plant services	455,189	40,152	35,723	—	(379,314)
Student transportation services	120,340	—	—	—	(120,340)
Data processing services	33,604	—	90	—	(33,514)
Operation of non-instructional services	327,121	9,442	465,017	—	147,338
Facilities acquisition and construction services*	109,706	83,115	45,795	8,274	27,478
Other Uses	4,916	—	48	—	(4,868)
Interest expense	420,863	—	1,622	51,391	(367,850)
Depreciation – unallocated**	655,465	—	—	—	(655,465)
Total Governmental Activities	$ 5,669,679	$ 170,963	$ 2,024,728	$ 59,665	(3,414,323)
General revenues:					
Taxes:					
Property taxes, levied for general purposes					1,636,956
Property taxes, levied for debt service					880,988
Property taxes, levied for community redevelopment					36,856
State aid not restricted to specific purpose					4,020,702
Grants, entitlements, and contributions not restricted to specific programs					241,481
Unrestricted investment earnings					43,501
Miscellaneous					88,938
Total General Revenues					6,949,422
Change in Net Position					3,535,099
Net Position – Beginning of Year					(13,868,401)
Net Position – End of Year					$ (10,333,302)

* This amount represents expenses incurred in connection with activities related to capital projects that are not otherwise capitalized and included as part of capital assets (for example, project manager fees).

** This amount excludes the depreciation that is included in the direct expenses of the various programs.

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Balance Sheet
Governmental Funds
June 30, 2019
(in thousands)

	General	District Bonds	Bond Interest and Redemption	Other Governmental	Total Governmental
Assets:					
Cash in county treasury, in banks, and on hand	$ 2,511,407	$ 1,036,550	$ 829,757	$ 538,030	$ 4,915,744
Cash held by trustee	—	—	27,330	31,784	59,114
Taxes receivable	—	—	76,398	—	76,398
Accounts receivable – net	285,775	—	—	94,081	379,856
Accrued interest receivable	12,349	6,155	—	3,274	21,778
Due from other funds	700	—	—	—	700
Prepaids	4,210	—	—	45	4,255
Inventories	20,437	—	—	9,065	29,502
Total Assets	2,834,878	1,042,705	933,485	676,279	5,487,347
Deferred Outflows of Resources	—	—	—	—	—
Total Assets and Deferred Outflows of Resources	$ 2,834,878	$ 1,042,705	$ 933,485	$ 676,279	$ 5,487,347
Liabilities and Fund Balances:					
Vouchers and accounts payable	$ 183,366	$ 32,766	$ —	$ 9,762	$ 225,894
Contracts payable	14,629	83,309	—	11,710	109,648
Accrued payroll	241,242	5,722	—	10,630	257,594
Other payables	148,367	3,615	—	8,824	160,806
Due to other funds	—	—	—	700	700
Unearned revenue	30,424	—	—	810	31,234
Total Liabilities	618,028	125,412	—	42,436	785,876
Deferred Inflows of Resources:					
Property taxes	—	—	76,398	—	76,398
Build America Bond Subsidy	—	—	7,929	—	7,929
Total Deferred Inflows of Resources	—	—	84,327	—	84,327
Fund Balances:					
Nonspendable	27,324	642	—	9,126	37,092
Restricted	114,558	916,651	849,158	—	1,880,367
Restricted, reported in:					
Special revenue funds	—	—	—	106,191	106,191
Debt service funds	—	—	—	33,980	33,980
Capital projects funds	—	—	—	306,708	306,708
Committed	174,590	—	—	—	174,590
Assigned	916,143	—	—	—	916,143
Assigned, reported in:					
Special revenue funds	—	—	—	7,961	7,961
Capital projects funds	—	—	—	169,877	169,877
Unassigned:					
Reserved for economic uncertainties	75,618	—	—	—	75,618
Unassigned	908,617	—	—	—	908,617
Total Fund Balances	2,216,850	917,293	849,158	633,843	4,617,144
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 2,834,878	$ 1,042,705	$ 933,485	$ 676,279	$ 5,487,347

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
June 30, 2019
(in thousands)

Total Fund Balances – Governmental Funds	$ 4,617,144
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is $23,498,020 and the accumulated depreciation is $8,976,659.	14,521,361
Property taxes receivable will be collected this year, but are not available soon enough to pay the current period's expenditures and therefore are unearned in the funds.	76,398
Federal subsidies for debt service expenditures are recognized in the governmental funds only when the corresponding interest expenditure is recognized.	7,929
Receivables that will be collected in the following year and thereafter are not available soon enough to pay the current period's expenditures and therefore are not reported in the governmental funds.	12,765
An internal service fund is used by the District's management to charge the costs of health and welfare, workers' compensation and liability self-insurance premiums and claims to the individual funds. The assets and liabilities of the internal service funds are included in the governmental activities.	438,729
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the governmental funds.	(11,444,704)
Deferred outflow/inflow of resources – refunding charges are not reported in the governmental funds.	82,169
Proportionate share of net pension liability and related deferred inflow/outflow of resources are not reported in the governmental funds.	(5,755,294)
Net other postemployment benefits liability and related deferred inflow/outflow of resources are not reported in the governmental funds.	(12,889,799)
Total Net Position – Governmental Activities	$ (10,333,302)

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2019
(in thousands)

	General	District Bonds	Bond Interest and Redemption	Other Governmental	Total Governmental
Revenues:					
Local Control Funding Formula sources	$ 5,657,590	$ —	$ —	$ —	$ 5,657,590
Federal revenues	636,494	—	69,032	389,325	1,094,851
Other state revenues	1,220,503	—	3,447	275,321	1,499,271
Other local revenues	218,023	29,095	893,545	162,128	1,302,791
Total Revenues	7,732,610	29,095	966,024	826,774	9,554,503
Expenditures:					
Current:					
Certificated salaries	2,980,327	—	—	104,491	3,084,818
Classified salaries	1,046,667	57,273	—	174,094	1,278,034
Employee benefits	2,266,260	26,880	—	194,739	2,487,879
Books and supplies	341,117	2,638	—	164,670	508,425
Services and other operating expenditures	857,099	39,517	—	16,894	913,510
Capital outlay	75,547	577,374	—	167,948	820,869
Debt service – principal	396	—	404,675	15,509	420,580
Debt service – bond issuance cost	—	—	1,303	—	1,303
Debt service – bond, COPs, and capital leases interest	28	—	522,301	9,079	531,408
Other outgo	4,868	—	—	48	4,916
Transfers of indirect costs – interfund	(30,073)	—	—	30,073	—
Total Expenditures	7,542,236	703,682	928,279	877,545	10,051,742
Excess (Deficiency) of Revenues Over (Under) Expenditures	190,374	(674,587)	37,745	(50,771)	(497,239)
Other Financing Sources (Uses):					
Transfers in	25,379	249,450	—	43,268	318,097
Transfers out	(40,397)	(135,250)	—	(142,450)	(318,097)
Issuance of refunding bonds	—	—	594,605	—	594,605
Payment to refunded bond escrow agent	—	—	(703,627)	—	(703,627)
Premium on refunding bonds issued	—	—	110,325	—	110,325
Capital leases	219	—	—	—	219
Proceeds from sale of capital assets	30,502	—	—	998	31,500
Total Other Financing Sources (Uses)	15,703	114,200	1,303	(98,184)	33,022
Net Changes in Fund Balances	206,077	(560,387)	39,048	(148,955)	(464,217)
Fund Balances, July 1, 2018	2,010,773	1,477,680	810,110	782,798	5,081,361
Fund Balances, June 30, 2019	$ 2,216,850	$ 917,293	$ 849,158	$ 633,843	$ 4,617,144

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
Year Ended June 30, 2019
(in thousands)

Net Changes in Fund Balances – Governmental Funds	$ (464,217)
Amounts reported for governmental activities in the statement of activities are different because:	
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	136,121
Some of the capital assets acquired this year were financed with capital leases. The amount financed is reported in the governmental funds as a source of financing. On the other hand, the proceeds are not revenues in the statement of activities, but rather, constitute long-term liabilities in the statement of net position.	(219)
Proceeds of new debt and repayment of debt principal are reported as other financing sources and uses in the governmental funds, but constitute additions and reductions to liabilities in the statement of net position.	529,602
Premiums, discounts, and refunding charges are reported as other financing sources and uses in the governmental funds, but constitute additions and reductions to liabilities in the statement of net position.	1,550
Because some property taxes will not be collected for several months after the District's fiscal year ends, they are not considered “available” revenues for this year.	(6,987)
In the statement of activities, compensated absences and other retirement benefits are measured by the amounts the employees earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid).	(5,648)
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental fund because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of financial resources. In the statement of activities, however, interest expense is recognized as interest accrues, regardless of when it is due.	849
Some expenses, including legal settlements and rebatable arbitrage, are recognized in the government wide statements as soon as the underlying event has occurred but not until due and payable in the governmental funds.	(875)
An internal service fund is used by the District's management to charge the costs of health and welfare, workers’ compensation and liability self-insurance premiums and claims to the individual funds. The net revenue of the internal service fund is reported with governmental activities.	89,319
Legal settlement gains are recognized in the government wide statements as soon as the underlying event has occurred but not until collected in the governmental funds.	(4,294)
Federal subsidies for debt interest payments are recognized in the government wide statement as soon as it is earned. In the governmental funds, it is recorded when the corresponding interest expenditure is recognized.	(26,657)
Adoption of GASB 68 recognizes actuarial pension expense in the government wide statements and reclassify actual pension contribution in the current year as deferred outflow of resources.	(160,598)
Adoption of GASB 75 recognizes actuarial OPEB expense in the government wide statements and reclassify actual pension contribution in the current year as deferred outflow of resources.	3,447,153
Change in Net Position of Governmental Activities	$ 3,535,099

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
General Fund
Year Ended June 30, 2019
(in thousands)

	Budget Original	Budget Final	Actual	Variance with Final Budget – Favorable (Unfavorable)
Revenues:				
Local Control Funding Formula sources	$ 5,665,856	$ 5,640,147	$ 5,657,590	$ 17,443
Federal revenues	632,364	769,958	636,494	(133,464)
Other state revenues	962,556	1,205,517	1,220,503	14,986
Other local revenues	144,658	199,439	218,023	18,584
Total Revenues	7,405,434	7,815,061	7,732,610	(82,451)
Expenditures:				
Current:				
Certificated salaries	2,894,124	3,101,974	2,980,327	121,647
Classified salaries	1,007,119	1,046,756	1,046,667	89
Employee benefits	2,090,334	2,322,944	2,266,260	56,684
Books and supplies	576,484	572,289	341,117	231,172
Services and other operating expenditures	858,875	968,549	857,099	111,450
Capital outlay	87,491	88,632	75,547	13,085
Debt service – principal	429	1,266	396	870
Debt service – bond, COPs, and capital leases interest	50	50	28	22
Other outgo	7,663	7,663	4,868	2,795
Transfers of indirect costs – interfund	(32,721)	(31,106)	(30,073)	(1,033)
Total Expenditures	7,489,848	8,079,017	7,542,236	536,781
Excess (Deficiency) of Revenues Over (Under) Expenditures	(84,414)	(263,956)	190,374	454,330
Other Financing Sources (Uses):				
Transfers in	20,000	31,225	25,379	(5,846)
Transfers out	(61,915)	(49,039)	(40,397)	8,642
Insurance proceeds – landslide and fire damage	300	300	—	(300)
Capital leases	—	—	219	219
Proceeds from sale of capital assets	—	—	30,502	30,502
Total Other Financing Sources (Uses)	(41,615)	(17,514)	15,703	33,217
Net Changes in Fund Balances	(126,029)	(281,470)	206,077	487,547
Fund Balances, July 1, 2018	1,999,017	2,010,773	2,010,773	—
Fund Balances, June 30, 2019	$ 1,872,988	$ 1,729,303	$ 2,216,850	$ 487,547

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Net Position
Proprietary Funds
Governmental Activities – Internal Service Funds
June 30, 2019
(in thousands)

Assets:	
Cash in county treasury, in banks, and on hand	$ 1,024,098
Accounts receivable – net	29,277
Accrued interest and dividends receivable	5,684
Prepaids	50,757
Other assets	5,045
Total Assets	1,114,861
Deferred Outflows of Resources	5,357
Liabilities:	
Current:	
Vouchers and accounts payable	5,366
Accrued payroll	903
Other payables	33,961
Estimated liability for self-insurance claims	199,166
Total Current Liabilities	239,396
Noncurrent:	
Estimated liability for self-insurance claims	403,836
Net other postemployment benefits liability	19,525
Net pension liability	13,780
Total Noncurrent Liabilities	437,141
Total Liabilities	676,537
Deferred Inflows of Resources	4,952
Total Net Position – Unrestricted	$ 438,729

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
Governmental Activities – Internal Service Funds
Year Ended June 30, 2019
(in thousands)

Operating Revenues:	
In-District premiums	$ 1,284,051
Others	8,441
Total Operating Revenues	1,292,492
Operating Expenses:	
Certificated salaries	238
Classified salaries	7,526
Employee benefits *	(244)
Supplies	246
Premiums and claims expenses	1,196,699
Claims administration	18,015
Other contracted services	1,902
Total Operating Expenses	1,224,382
Operating Income	68,110
Nonoperating Revenues (Expenses):	
Investment income	21,256
Miscellaneous expense	(47)
Total Nonoperating Revenues	21,209
Changes in Net Position	89,319
Total Net Position, July 1, 2018	349,410
Total Net Position, June 30, 2019	$ 438,729

* The District's implementation of a more cost-effective health care plan decreased the net OPEB liability that has an outright impact of reducing the current OPEB expense by $5.7 million.

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Cash Flows
Proprietary Funds
Governmental Activities – Internal Service Funds
Year Ended June 30, 2019
(in thousands)

Cash Flows from Operating Activities:	
Cash payments to employees for services	$ (11,692)
Cash payments for goods and services	(1,246,762)
Receipts from assessment to other funds	1,284,051
Receipts from other operating revenue	8,441
Net Cash Provided by Operating Activities	34,038
Cash Flows from Investing Activities:	
Earnings on investments	21,213
Net Cash Provided by Investing Activities	21,213
Net Increase in Cash and Cash Equivalents	55,251
Cash and Cash Equivalents, July 1	968,847
Cash and Cash Equivalents, June 30	$ 1,024,098
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:	
Operating Income	$ 68,110
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Net decrease in pension and other postemployment benefits expense from actuarial valuation	(4,292)
Change in Assets: Decrease (Increase)	
Accounts receivable	(4,835)
Prepaids	(1,337)
Other assets	1,071
Change in Liabilities: Increase (Decrease)	
Vouchers and accounts payable	2
Accrued payroll	121
Other payables	(6,656)
Estimated liability for self-insurance claims – current	(9,043)
Estimated liability for self-insurance claims – noncurrent	(9,103)
Total Adjustments	(34,072)
Net Cash Provided by Operating Activities	$ 34,038

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Net Position
Fiduciary Funds
June 30, 2019
(in thousands)

	Other Postemployment Benefits (OPEB) Trust Fund	Agency Funds
Assets:		
Cash in county treasury, in banks, and on hand	$ —	$ 152,730
Cash held by trustee	411,630	—
Total Assets	$ 411,630	$ 152,730
Liabilities:		
Other payables	$ —	$ 152,730
Total Liabilities	$ —	$ 152,730
Net Position:		
Restricted for other postemployment benefits	$ 411,630	

See accompanying notes to basic financial statements.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Statement of Changes in Net Position
Fiduciary Funds
Year Ended June 30, 2019
(in thousands)

	Other Postemployment Benefits (OPEB) Trust Fund
Additions:	
In-District contributions	$ —
Other local revenues	24,110
Total Additions	24,110
Deductions:	
Administrative expenses	330
Total Deductions	330
Change in net position	23,780
Total Net Position, July 1, 2018	387,850
Total Net Position, June 30, 2019	$ 411,630

See accompanying notes to basic financial statements.

(1) Summary of Significant Accounting Policies

The Los Angeles Unified School District (District) accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to U.S. generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB).

The following summary of the more significant accounting policies of the District is provided to assist the reader in interpreting the basic financial statements presented in this section. These policies, as presented, should be viewed as an integral part of the accompanying basic financial statements.

(a) Reporting Entity

The District is primarily responsible for all activities related to K-12 public education in most of the western section of Los Angeles County, State of California. The governing authority, as designated by the State Legislature, consists of seven elected officials who together constitute the Board of Education (Board). Those organizations, functions, and activities (component units) for which the Board has accountability comprise the District's reporting entity.

The District's Audited Annual Financial Report includes all funds of the District and its component units with the exception of the fiscally independent charter schools, which are required to submit audited financial statements individually to the State, and the Auxiliary Services Trust Fund, which is not significant in relation to District operations. This fund was established in 1935 to receive and disburse funds for insurance premiums on student body activities and property, "all city" athletic and musical events, and grants restricted for student-related activities. The District has certain oversight responsibilities for these operations but there is no financial interdependency between the financial activities of the District and the fiscally independent charter schools or the Auxiliary Services Trust Fund.

Blended Component Units

The LAUSD Financing Corporation and the LAUSD Administration Building Finance Corporation (the Corporations) were formed in 2000 and 2001, respectively, to finance properties leased by the District. The Corporations have a financial and operational relationship which meets the reporting entity definition criteria of GASB for inclusion of the Corporations as blended component units of the District. These Corporations are nonprofit public benefit corporations and they were formed to provide financing assistance to the District for construction and acquisition of major capital facilities. The District currently occupies all completed Corporation facilities under lease purchase agreements. At the end of the lease terms, or pursuant to relevant transaction documents with the District, or upon dissolution of the Corporations, title to all Corporations property passes to the District.

On July 1, 2014, the District entered into a joint venture agreement with Los Angeles Trust for Children's Health as the original participant to form Los Angeles Unified School District Risk Management Authority (LAUSDRMA). LAUSDRMA was formed to permit the participants to jointly exercise their common powers to self-insure, pool, and jointly fund and purchase insurance, and to establish insurance programs for a variety of risks. This joint venture also meets GASB's reporting definition criteria of a blended component unit. Detailed information about LAUSDRMA's Financial Statements is available in a separately issued financial report. Copies of the said report may be obtained by written request to General Manager/Secretary, LAUSDRMA, 333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017.

(b) Government-wide and Fund Financial Statements

The District's basic financial statements consist of fund financial statements and government-wide statements which are intended to provide an overall viewpoint of the District's finances. The government-wide financial statements, which are the statement of net position and the statement of activities, report information on all nonfiduciary District funds excluding the effect of interfund activities. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which are primarily supported by fees and service charges. The District does not conduct any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements on pages 16 and 18. Nonmajor funds are aggregated in a single column.

(c) Measurement Focus and Basis of Accounting

The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and trust funds. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. The agency funds report only assets and liabilities and therefore have no measurement focus.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recorded when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. "Available" means collectible within the current period or soon enough thereafter to pay current liabilities. Application of the "susceptibility to accrual" criteria requires consideration of the materiality of the item in question and due regard for the practicality of accrual, as well as consistency in application.

Federal revenues and State apportionments and allowances are determined to be available and measurable when entitlement occurs or related eligible expenditures are incurred. Secured and unsecured property taxes related to debt service and community redevelopment purposes that are estimated to be collectible and receivable within 60 days of the current period are recorded as revenue. Investment income is accrued when earned. All other revenues are not considered susceptible to accrual.

Expenditures for the governmental funds are generally recognized when the related fund liability is incurred, except debt service expenditures and expenditures related to compensated absences which are recognized when payment is due.

(d) Financial Statement Presentation

The District's audited annual financial report includes the following:

- Management's Discussion and Analysis is a narrative introduction and analytical overview of the District's financial activities as required by GASB Statement No. 34. This narrative overview is in a format similar to that in the private sector's corporate annual reports.
- Government-wide financial statements are prepared using full accrual accounting for all of the District's activities. Therefore, current assets and liabilities, deferred outflow and inflow of resources, capital and other long-term assets, and long-term liabilities are included in the financial statements.
- Statement of net position displays the financial position of the District including all capital assets and related accumulated depreciation, long-term liabilities, and net pension and other postemployment benefits (OPEB) liabilities.
- Statement of activities focuses on the cost of functions and programs and the effect of these on the District's net position. This financial report is also prepared using the full accrual basis and includes depreciation expense.

(e) Fund Accounting

The District's accounting system is organized and operated on the basis of funds. Fund Accounting emphasizes accountability rather than profitability. Resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. A description of the activities of the various funds is provided below:

Major Governmental Funds

The District has the following major governmental funds for the fiscal year 2018-19:

General Fund – The General Fund is used to account for all financial resources relating to educational activities and the general business operations of the District, including educational programs funded by other governmental agencies. The General Fund consists of unrestricted and restricted funds.

District Bonds Fund – This category represents the total of the following building accounts: Building Account – Bond Proceeds (Proposition BB), established to account for bond proceeds received as a result of the passage of such proposition in Election of 1997; Building Account – Measure K, established to account for bond proceeds received by the passage of such measure in Election of 2002; Building Account – Measure R, established to account for bond proceeds received by the passage of such measure in Election of 2004; Building Account – Measure Y, established to account for bond proceeds received by the passage of such measure in Election of 2005; and Building Account – Measure Q, established to account for bond proceeds received by the passage of such measure in Election of 2008.

Bond Interest and Redemption Fund – This Debt Service Fund is used to account for the payment of principal and interest on the general obligation bond issues (Proposition BB, Measure K, Measure R, Measure Y, and Measure Q). Revenues are derived from ad valorem taxes levied upon all taxable property in the District.

Other Governmental Funds

The District has the following nonmajor governmental funds:

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted or committed to expenditures for the specific purpose (other than debt service or capital projects) of the individual funds. The District maintains the following Special Revenue Funds: Adult Education, Child Development, and Cafeteria.

Debt Service Funds – Debt Service Funds are used to account for all financial resources that are restricted, committed, or assigned to expenditures for the repayment of general long-term debt principal and interest. The District maintains the following nonmajor Debt Service Funds: Tax Override and Capital Services. The Bond Interest and Redemption Fund is reported separately as a major fund in fiscal year 2018-19.

Capital Projects Funds – Capital Projects Funds are used to account for all financial resources that are restricted, committed, or assigned to expenditures for the acquisition or construction of major capital facilities and equipment other than those financed by the General and Special Revenue Funds. The District maintains the following nonmajor Capital Projects Funds: Building, Capital Facilities Account, State School Building Lease-Purchase, County School Facilities Bonds, Special Reserve – Community Redevelopment Agency, Special Reserve, Special Reserve – FEMA – Earthquake, and Special Reserve – FEMA – Hazard Mitigation. The District Bonds Fund (BB Bonds, Measure K, Measure R, Measure Y, and Measure Q) is reported separately as a major fund in fiscal year 2018-19.

Proprietary Funds

The District has the following Proprietary Funds:

Internal Service Funds – Internal Service Funds are used to account for all financial resources intended to provide self-insurance services to other operating funds of the District on a cost-reimbursement basis. The District maintains the following Internal Service Funds: Health and Welfare Benefits, Workers' Compensation Self-Insurance, and Liability Self-Insurance. The Health and Welfare Benefits Fund was established to pay for claims, administrative costs, insurance premiums, and related expenditures; the Workers' Compensation Self-Insurance Fund and the Liability Self-Insurance Fund were established to pay for claims, excess insurance coverage, administrative costs, and related expenditures.

Under the full accrual basis of accounting that is generally accepted for Internal Service Funds, total estimated liabilities for self-insurance are recorded based on estimated claims liabilities, including the estimated liability for incurred but not reported claims. For the Workers' Compensation Self-Insurance and Liability Self-Insurance Funds, the estimates are determined by applying an appropriate discount rate to estimated future claim payments. No discount is applied to estimated

Health and Welfare Benefits Fund claims because they are generally paid within a short period of time after the claims are filed.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the District’s internal service funds are charges to other operating funds for self-insurance services. Operating expenses include the cost of services including insurance premiums, claims, and administrative costs. All revenues and expenses not meeting this definition are nonoperating revenues and expenses.

Fiduciary Funds

The District has the following Fiduciary Funds:

Agency Funds – Agency Funds are used to report resources held by the reporting government in a purely custodial capacity. Accordingly, all assets reported are offset by a liability to the party on whose behalf they are held. Agency funds typically involve only the receipt, temporary investment, and remittance of fiduciary resources to individuals, private organizations or other governments. The District maintains the following agency funds:

Attendance Incentive Reserve Fund – The Attendance Incentive Reserve Fund is used to account for 50% of funds from salary savings as a result of reduced costs of absenteeism of the United Teachers of Los Angeles (UTLA) represented employees.

Student Body Fund – The Student Body Fund is used to account for cash held by the District on behalf of student bodies at various school sites.

Payroll Agency Fund – The Payroll Agency Fund is used to account for cash held by the District consisting of state and federal income taxes, social security taxes, retirement deductions and other amounts withheld from the payroll checks of employees, from which a legal or contractual obligation exists to remit monies to a third party.

Pension (and Other Employee Benefit) Trust Fund – The Pension (and Other Employee Benefit) Trust Fund is used to report resources that are required to be held in trust for the members and beneficiaries of defined benefit pension plans, defined contribution plans, or other postemployment benefit plans. The District maintains one type of pension trust fund:

Other Postemployment Benefits (OPEB) Trust Fund – The OPEB Trust Fund accounts for all financial resources used to provide health and welfare benefits to District retirees in accordance with collective bargaining unit agreements and Board rules. These are non-pension benefits that the District has committed to its employees as future compensation for services already rendered.

(f) Budgetary Control and Encumbrances

School districts in California are required by Education Code Section 41010 to follow the *California School Accounting Manual* in preparing reports to the State. The District utilizes a single-adoption budget schedule that requires Final Budget adoption by the State-mandated July 1 deadline. The District is allowed to modify its adopted budget within 45 days of the passage of the State budget. In addition, the District revises the budget during the year to give consideration to unanticipated revenues and expenditures (see Note 4 – Budgetary Appropriation Amendments).

In accordance with the District's Board policy, management has the authority to make routine transfers of budget appropriations among major categories within a fund. Routine budget transfers are summarized and periodically reported to the Board for ratification. Nonroutine transfers may not be processed without prior Board approval.

During the year, several supplementary appropriations were necessary. The original and final revised budgets are presented in the financial statements. Budgets for all governmental fund types are adopted on a basis consistent with generally accepted accounting principles. Budgets are adopted for the General, Special Revenue, Debt Service, Capital Projects, and Internal Service Funds.

Formal budgetary integration is employed as a management control device during the year for all budgeted funds. The District employs budgetary control by minor (sub) object and by individual program accounts. Expenditures may not legally exceed budgeted appropriations by major object level as follows: Certificated Salaries, Classified Salaries, Employee Benefits, Books and Supplies, Services and Other Operating Expenditures, Capital Outlay, Other Outgo, and Other Financing Uses.

The District utilizes an encumbrance system for all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or liabilities are incurred. All encumbrances expire at June 30. Appropriation authority lapses at the end of the fiscal year.

(g) Cash and Investments

Cash includes amounts in demand deposits with the Los Angeles County Treasury and various financial institutions, imprest funds for schools and offices, and cafeteria change funds. The District maintains some cash deposits with various banking institutions for collection clearing, check clearing, or revolving fund purposes. The District also maintains deposit accounts held by various trustees for the acquisition or construction of capital assets, for the repayment of long-term debts, and for the payment of other postemployment benefits.

In accordance with State Education Code Section 41001, the District deposits virtually all of its cash with the Treasurer of the County of Los Angeles. The District's deposits, along with funds from other local agencies such as the county government, other school districts, and special districts, make up a pool, which the County Treasurer manages for investment purposes. Earnings from the pooled investments are allocated to participating funds based on average investment in the pool during the allocation period.

All District-directed investments are governed by Government Code Section 53601 and Treasury investment guidelines. The guidelines limit specific investments to government securities, domestic chartered financial securities, domestic corporate issues, and California municipal securities. The District's securities portfolio is held by the County Treasurer. Interest earned on investments is recorded as revenue of the fund from which the investment was made. All District investments are stated at fair value based on quoted market prices.

(h) Short-term Interfund Receivables/Payables

Occasionally, a fund will not have sufficient cash to meet its financial obligations and a cash transfer will be required to enable that fund to pay its outstanding invoices and other obligations. These temporary borrowings between funds are classified as "due from other funds" or "due to other funds" on the governmental funds balance sheet. Interfund balances within governmental activities are eliminated on the government-wide statement of net position.

(i) Inventories

Inventories consist of expendable materials and supplies held for consumption, which are valued at cost, using the average-cost method. Inventories are recorded as expenditures when shipped to schools and offices. Balances of inventory accounts are offset by corresponding reservations of fund balance, which indicate that these amounts are not available for appropriation and expenditure.

(j) Capital Assets

Capital assets, which include sites, improvement of sites, buildings and improvements, equipment, and construction in progress, are reported in the government-wide financial statements. Such assets are valued at historical cost or estimated historical cost unless obtained by annexation or donation, in which case they are recorded at estimated market value at the date of receipt. The District utilizes a capitalization threshold of $5,000.

Projects under construction are recorded at cost as construction in progress and transferred to the appropriate asset account when substantially complete. Costs of major improvements and rehabilitation of buildings are capitalized. Repair and maintenance costs are charged to expense when incurred. Equipment disposed of, or no longer required for its existing use, is removed from the records at actual or estimated historical cost, net of accumulated depreciation.

All capital assets, except land and construction in progress, are depreciated using the straight-line method over the following estimated useful lives. A full month's depreciation is applied on the date the asset is placed in service.

Assets	Years
Buildings	50
Portable buildings	20
Building improvements	20
Improvement of sites	20
Furniture and fixtures	20
Playground equipment	20
Food services equipment	15
Transportation equipment	15
Telephone system	10
Reprographics equipment	10
Broadcasting equipment	10
Vehicles	8
Computer system and equipment	5
Office equipment	5

(k) Contracts Payable

Contracts payable includes only the portion applicable to work completed and unpaid as of June 30, 2019.

(l) Compensated Absences

All vacation leaves are accrued in the government-wide statements when they are incurred. A liability is reported in the governmental funds only for vested or accumulated vacation leave of employees who have separated from the District as of June 30 and whose vacation benefits are payable within 60 days from the end of the fiscal year. The District, as a practice, does not accrue a liability for unused sick leave since accumulated sick leave is not a vested benefit. Employees who retire after January 1, 1999 who are members of the Public Employees' Retirement System (PERS) may use accumulated sick leave to increase their service years in the calculation of retirement benefits.

In 1995, pursuant to the District/UTLA Agreement (Article XIV, Section 1.2), the District agreed to compensate eligible employees for furlough days taken during the 1992-93 fiscal year to be paid in a lump-sum bonus upon retirement. The amount of bonus corresponds to the percentage that the employee's compensation was reduced in the 1992-93 school year based on the employee's salary band for that year. Liability is accrued in the government-wide statements for all unpaid balances. A liability is reported in the governmental funds only for employees who have separated from the District as of June 30.

(m) Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) pension plans and additions to/deductions from CalSTRS and CalPERS pension plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

(n) Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the effective-interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are recognized as expense in the period incurred. Gains and losses on refunding related to bonds redeemed by proceeds from the issuance of new bonds are reported as either deferred inflows of resources or deferred outflows of resources and are amortized as an adjustment to interest expense using the effective-interest method over the shorter of the life of the new bonds or the remaining term of the bonds refunded.

In the fund financial statements, debt issuances including any related premiums or discounts as well as issuance costs are recognized during the current period. The face amount of debt issued is reported as other financing sources. Premiums on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Issuance costs are reported as debt service expenditures.

(o) Local Control Funding Formula (LCFF) Sources/Property Taxes/Education Protection Account (EPA)

LCFF sources are the basic financial support for District activities. The District's LCFF is received from a combination of local property taxes, EPA, and state apportionments. For the fiscal year 2018-19, the District received $1.3 billion of local property taxes, $0.8 billion of EPA, and $3.6 billion of State aid.

Implementation of the LCFF began in fiscal year 2013-14 with a projected eight-year transition period. For school districts and charter schools, the LCFF creates base, supplemental, and concentration grants in place of most previously existing K-12 funding streams, including revenue limits and most state categorical programs. Until full implementation, local educational agencies (LEAs) will receive roughly the same amount of funding they received in fiscal year 2012-13 plus an additional amount each year to bridge the gap between current funding levels and the new LCFF target levels. As of 2018-19, the LCFF is funded at target for the District. Funding is calculated based on data reported by each LEA including pupil attendance, local revenue, and other demographic factors, in accordance with the LCFF. Allocations are made through the Principal Apportionment system.

The county is responsible for assessing, collecting, and apportioning property taxes. Taxes are levied for each fiscal year on taxable real and personal property in the county. The levy is based on the assessed values as of the preceding March 1, which is also the lien date. Property taxes on the secured roll are due on November 1 and February 1, and taxes become delinquent after December 10 and April 10, respectively. Property taxes on the unsecured roll are due on the lien date (March 1), and become delinquent if unpaid by August 31.

Secured property taxes are recorded as revenue when apportioned, in the fiscal year of the levy. The county apportions secured property tax revenue in accordance with the alternate method of distributions prescribed by Section 4705 of the California Revenue and Taxation Code. This alternate method provides for crediting each applicable fund with its total secured taxes upon completion of the secured tax roll, approximately on October 1 of each year. The County Auditor reports the amount of the District's allocated property tax revenue to the California Department of Education. Property taxes are recorded as LCFF sources by the District.

Another funding component to the total LCFF is the Education Protection Account (EPA). The EPA provides LEAs with general purpose state aid funding pursuant to Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012. Proposition 30 temporarily increases the state's sales tax rate for all taxpayers until the end of 2016 and the personal income tax rates for upper-income taxpayers until the end of 2018. Proposition 55 was passed on November 8, 2016, extending the temporary personal income tax increases enacted in 2012 by 12 years. A portion of the revenues generated by the measure's temporary tax increases is deposited into the EPA which is used to support increased school funding.

The California Department of Education reduces the District's entitlement by the District's local property tax revenue and EPA entitlement. The balance is paid from the State General Fund, and is known as the State Apportionment. As a result, a receivable has not been recorded for the related property taxes in the General Fund as any receivable is offset by a payable on the state apportionment.

(p) Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses in the accompanying basic financial statements. Actual results may differ from those estimates.

(q) New Pronouncements

The GASB has issued Statement No. 83, *Certain Asset Retirement Obligations*, effective for periods beginning after June 15, 2018. This addresses accounting and financial reporting for certain asset retirement obligations (AROs) and establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. This Statement did not have an impact on the District's financial statements for fiscal year 2018-19.

The GASB has issued Statement No. 88, *Certain Disclosures Related to Debt*, including Direct Borrowings and Direct Placements, effective for periods beginning after June 15, 2018. This Statement improves the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This Statement did not have an impact on the District's financial statements for fiscal year 2018-19.

(2) Tax and Revenue Anticipation Notes

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments used to finance temporary cash flow deficits attributable to the uneven receipt of property taxes and other revenues during the fiscal year.

The District has not issued TRANs since fiscal year 2012-13 due to the State's elimination of its cash deferrals.

(3) Reconciliation of Government-wide and Fund Financial Statements

(a) Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

The accompanying governmental fund balance sheet includes reconciliation between *total fund balances – governmental funds* and *net position – governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the governmental funds." The details of the $11,444,704 difference are as follows (in thousands):

Bonds payable	$ (10,891,318)
Certificates of Participation (COPs)	(185,554)
Capital lease obligations	(499)
Children Center Facilities Revolving loan	(159)
Liability for compensated absences	(75,242)
Liability for other employee benefits	(43,144)
Arbitrage payable	(2,295)
Accrued interest	(246,493)
Adjustment to reduce *total fund balances – governmental funds* to arrive at *net position – governmental activities*	$ (11,444,704)

(b) Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Government-wide Statement of Activities

The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between *total net changes in fund balances – governmental funds* and *changes in net position of governmental activities* as reported in the accompanying government-wide statement of activities. One element of that reconciliation explains that "Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense." Moreover, in the statement of activities, only the gain on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the capital asset sold. The details of this $136,121 difference are as follows (in thousands):

Capital related expenditures	$	820,869
Cost of the capital assets sold		(1,398)
Depreciation expense		(683,350)
Net adjustment to decrease net changes in *total fund balances – governmental funds* to arrive at *changes in net position – governmental activities*	$	136,121

Another element of that reconciliation states that "Proceeds of new debt and repayment of debt principal are reported as other financing sources and uses in the governmental funds, but constitute additions and reductions to liabilities in the statement of net position." The details of this $529,602 difference are as follows (in thousands):

Debt issued or incurred:		
General Obligation Bonds	$	(594,605)
Principal repayments:		
General Obligation Bonds		404,675
Certificates of Participation		15,430
Children Center Facilities Loan		79
Capital Leases Obligations		396
Payment to escrow agent for refunding		703,627
Net adjustment to increase net changes in *total fund balances – governmental funds* to arrive at *changes in net position – governmental activities*	$	529,602

(4) Budgetary Appropriation Amendments

During the fiscal year, modifications were necessary to increase appropriations for expenditures and other financing uses for the General Fund by $576.3 million.

(5) Cash and Investments

Cash and investments as of June 30, 2019 are classified in the accompanying basic financial statements as follows (in thousands):

Statement of net position:		
Cash and investments	$	5,939,842
Cash and investments held by trustee		59,114
Subtotal		5,998,956
Fiduciary funds:		
Cash and investments		152,730
Cash and investments held by trustee		411,630
Total cash and investments	$	6,563,316

Cash and investments as of June 30, 2019 consist of the following (in thousands):

Cash on hand (cafeteria change funds)	$	25
Deposits with financial institutions and Los Angeles County Pool		6,563,291
Total cash and investments	$	6,563,316

Deposits with financial institutions include cash in the Los Angeles County Pooled Surplus Investment Fund ($5,939.8 million), cash held by fiscal agents or trustees ($59.1 million), cash deposited with various other financial institutions for imprest funds of schools and offices ($152.7 million), and cash deposited with trustee for other postemployment benefits ($411.6 million).

School districts are required by Education Code Section 41001 to deposit their funds with the county treasury. Cash in county treasury refers to the fair value of the District's share of the Los Angeles County (County) Pooled Surplus Investment (PSI) Fund.

(Continued)

Except for investments by trustees of Certificates of Participation (COPs) proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from the website at http://ttax.co.la.ca.us/. The table below identifies some of the investment types permitted in the investment policy:

	Authorized Investment Type	Maximum Maturity	Maximum Total Par Value	Maximum Par Value per Issuer
A.	Obligations of the U.S. government, its agencies and instrumentalities	None	None	None
B.	Approved Municipal Obligations	5 to 30 years	10% of PSI portfolio	None
C.	Asset-Backed Securities with highest ratings	5 years	20% of PSI portfolio	with credit rating limits
D.	Bankers' Acceptances Domestic and Foreign	180 days	40% of PSI portfolio	with credit rating limits
E.	Negotiable Certificates of Deposits – Domestic	3 years	30% of PSI portfolio	with credit rating limits
	Negotiable Certificates of Deposits – Euro	1 year	10% of PSI portfolio	with credit rating limits
F.	Corporate and Depository Notes	3 years	30% of PSI portfolio	with credit rating limits
G.	Floating Rate Notes	7 years	10% of PSI portfolio	with credit rating limits
H.	Commercial Paper of "prime" quality of the highest ranking or of the highest letter or number ranking as provided for by a nationally recognized statistical-rating organization (NRSRO)	270 days	40% of PSI portfolio	Lesser of 10% of PSI portfolio or credit rating limits
I.	Shares of Beneficial Interest	None	15% of PSI portfolio with no more than 10% in any one fund	None
J.	Repurchase Agreement	30 days	$1 billion	$500 million/dealer
K.	Reverse Repurchase Agreement	1 year	$500 million	$250 million/broker
L.	Forwards, Futures and Options	90 days	$100 million	$50 million/counterparty
M.	Interest-Rate Swaps in conjunction with approved bonds and limited to highest credit rating categories	None	None	None
N.	Securities Lending Agreement	180 days	20% of base portfolio value (combined total value of reverse repurchase agreements and securities lending)	None
O.	Supranationals in accordance with Gov. Code 53601(q)	5 years	30% of PSI portfolio	with credit rating limits

Interest-rate risk is the risk involved with fluctuations of interest rates that may adversely affect the fair value of the investments. The County's investment guidelines target the weighted average maturity of its portfolio to a range between 1.0 and 2.0 years. As of June 30, 2019, 51.12% of district funds in the County PSI Fund does not exceed one year. In addition, variable-rate notes that comprised 0.47% of the County PSI Fund and other investments portfolio are tied to periodic coupon resets eliminating interest-rate risk by repricing back to par value at each reset date.

Credit risk means the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment, as measured by assignment of a rating by a nationally recognized statistical rating organization. This County's investment guidelines establish minimum acceptable credit ratings issued by any three nationally recognized statistical rating organizations. For short term and long term debt issuers, the rating must be no less than A-1 from Standard & Poor's (S&P), P-1 from Moody's Investors Service (Moody's), or F1 from Fitch Ratings (Fitch). The County PSI Fund is not rated.

Concentration of credit risk means the risk of loss attributed to the magnitude of an investment in a single issuer. For District funds in the County pool, the County's investment policy has concentration limits that provide sufficient diversification. As of June 30, 2019, the County did not exceed these limitations.

Custodial credit risk for deposits is the risk that in the event of failure of a depository financial institution, the District will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Cash in the County Treasury is not exposed to custodial credit risk since all County deposits are either covered by federal depository insurance or collateralized with securities held by the County. Deposits other than those with the County are also covered by federal depository insurance or collateralized at the rate of 110% of the deposits, although the collateral may not be held specifically in the District's name.

For COPs debt proceeds held by trustees, these may be placed in permitted investments outlined in the provisions of the trust agreements, as follows:

A. Direct obligations of the United States of America; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by specified federal agencies and backed by full or non-full faith and credit of USA;
B. Money market mutual funds registered under Federal Investment Company Act of 1940 and Federal Securities Act of 1933 and subject to credit rating limits;
C. Certificates of deposit and other forms of deposit with collateralization, fully insured by FDIC and subject to issuers' credit rating limits;
D. Investment agreements and commercial papers subject to credit rating limits;
E. Bonds or notes issued by any state or municipality and pre-refunded municipal bonds, subject to credit rating limits;
F. Federal funds, bank deposits or bankers' acceptances with full FDIC insurance or subject to credit rating limits;
G. Repurchase agreements subject to specified criteria and credit rating limits; and
H. Los Angeles County Investment Pool.

(6) Accounts Receivable, net

Receivables by Fund at June 30, 2019 consist of the following (in thousands):

	General	Other Governmental	Internal Service Funds	Total
Accrued grants and entitlements	$ 270,957	$ 78,738	$ —	$ 349,695
Other	14,818	15,343	29,277	59,438
Total Accounts Receivable, Net	$ 285,775	$ 94,081	$ 29,277	$ 409,133

(7) Capital Assets

A summary of changes in capital asset activities as follows (in thousands):

	Balance, June 30, 2018	Increases	Decreases	Balance, June 30, 2019
Governmental activities:				
Capital assets, not being depreciated:				
Sites	$ 3,098,633	$ 1,004	$ (8)	$ 3,099,629
Construction in progress	805,149	802,608	(316,147)	1,291,610
Total capital assets, not being depreciated	3,903,782	803,612	(316,155)	4,391,239
Capital assets, being depreciated:				
Improvement of sites	650,130	51,846	(623)	701,353
Buildings and improvements	15,948,292	211,284	(2,644)	16,156,932
Equipment	2,192,122	70,088	(13,714)	2,248,496
Total capital assets, being depreciated	18,790,544	333,218	(16,981)	19,106,781
Less accumulated depreciation for:				
Improvement of sites	(441,027)	(21,400)	459	(461,968)
Buildings and improvements	(6,100,835)	(481,197)	1,723	(6,580,309)
Equipment	(1,767,224)	(180,753)	13,595	(1,934,382)
Total accumulated depreciation	(8,309,086)	(683,350)	15,777	(8,976,659)
Total capital assets, being depreciated, net	10,481,458	(350,132)	(1,204)	10,130,122
Governmental activities capital assets, net	$ 14,385,240	$ 453,480	$ (317,359)	$ 14,521,361

Depreciation expense was charged to the following functions (in thousands):

Governmental activities:		
Facilities Acquisition and construction	$	655,465
Student transportation services		9,419
Operation and maintenance of plant services		6,294
Instruction		5,096
Support services – business		2,675
Operation of noninstructional services		1,540
Data processing services		1,473
Support services – instructional staff		1,046
Support services – general administration		127
Support services – students		113
Support services – school administration		102
Total depreciation expense – governmental activities	$	683,350

(8) Deferred Outflows and Inflows of Resources

District's deferred outflows and inflows of resources as of June 30, 2019 are comprised of the following (in thousands):

	Deferred Outflows		Deferred Inflows	
Debt refunding charges	$	97,413	$	15,243
Pension contributions subsequent to measurement date		701,501		–
OPEB contributions subsequent to measurement date		287,040		–
Difference in contribution		13,230		460
Unamortized differences between projected and actual earnings on plan investments		544,207		686,483
Unamortized differences between expected and actual experience		159,830		79,670
Unamortized differences arising from changes of assumptions		987,840		2,022,823
Unamortized differences arising from change in proportion of net pension liability		60,550		434,384
Unamortized differences arising from change in proportion of deferred outflow		19,942		16,470
Unamortized differences arising from change in proportion of deferred inflow		6,618		41,405
Total	$	2,878,171	$	3,296,938

(9) Retirement, Termination and Other Postemployment Benefit Plans

The District provides a number of benefits to its employees including retirement, termination, and postemployment health care benefits.

Retirement Plans

Qualified District employees are covered under either multiple-employer defined benefit retirement plans maintained by agencies of the State of California, or a multiple-employer defined contribution retirement benefit plan administered under a Trust. The retirement plans maintained by the State are 1) the California Public Employees' Retirement System (CalPERS), 2) the California State Teachers' Retirement System (CalSTRS), and 3) the Public Agency Retirement (PARS) which is administered under a Trust. In general, certificated employees are members of CalSTRS and classified employees are members of CalPERS. Part-time, seasonal, temporary and other employees who are not members of CalPERS or CalSTRS are members of PARS.

The District's total net pension liability at June 30, 2019 is summarized in the following table (in thousands):

CalPERS – Safety Plan	$	107,273
CalPERS – Miscellaneous Plan		2,124,474
CalSTRS		4,764,511
Total	$	6,996,258

(a) California Public Employees' Retirement System (CalPERS)

Safety Plan

Plan Description and Benefits Provided

The District contributes to an agent multiple-employer plan for Safety, the Public Employees' Retirement Fund (PERF) – Safety Plan, a defined benefit pension plan administered by CalPERS. The plan 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 credited service, equal to one year of full time employment. Benefit provisions are established by state statutes, as legislatively amended, within the California Public Employees' Retirement Law.

The Safety Plan's provisions and benefits in effect at June 30, 2019, are summarized as follows:

	Safety	
Hiring date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age: minimum	50	57
Monthly benefit, as a % of eligible compensation	3.0%	2.70%
Required employee contribution rates	9.00%	11.75%
Required employer contribution rates	36.949%	36.949%

Employees Covered

At June 30, 2019, the following employees were covered by the benefit terms for the Safety Plan:

	Safety
Inactive employees or beneficiaries currently receiving the benefits	424
Inactive employees entitled to, but not yet receiving benefits	155
Active employees	351
Total	930

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended.

For the year ended June 30, 2019, the contributions to the Safety Plan amounted to $13.0 million.

Net Pension Liability

The District's net pension liability for the Safety Plan of $107.3 million at June 30, 2019 is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Safety Plan is measured as of June 30, 2018, using an annual actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability of the Safety Plan is shown below.

The total pension liability in the June 30, 2017 actuarial valuations were determined using the following actuarial assumptions:

	Safety
Valuation date	June 30, 2017
Measurement date	June 30, 2018
Actuarial cost method	Entry-Age Normal
Actuarial assumptions	
Discount rate	7.15%
Inflation	2.50%
Salary increases	Varies by entry age and service
Investment rate of return	7.15% (1)
Mortality rate table (2)	Derived using CalPERS' membership data for all funds
Post retirement benefit increase	2.0% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.50% thereafter

(1) Net of pension plan investment and administrative expenses; includes inflation.

(2) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increases, mortality and retirement dates. The Experience Study report can be obtained at CalPERS' website under Forms and Publications.

Change of Assumptions

During the measurement period ended June 30, 2018, the demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

Discount Rate

The discount rate used to measure the total pension liability of the Safety Plan was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

	Safety		
Asset Class	Current Target Allocation	Real Return Years 1 - 10 [(a)]	Real Return Years 11+ [(b)]
Global equity	50.00%	4.80%	5.98%
Fixed income	28.00	1.00	2.62
Inflation sensitive	—	0.77	1.81
Private equity	8.00	6.30	7.23
Real estate	13.00	3.75	4.93
Liquidity	1.00	—	(0.92)
Total	100.00%		

[(a)] An expected inflation of 2.00% used for this period.

[(b)] An expected inflation of 2.92% used for this period.

Changes in the Net Pension Liability

The changes in the net pension liability for the Safety Plan are as follows (in thousands):

	Safety		
	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2018	$ 399,988	$ 280,276	$ 119,712
Changes recognized for the measurement period:			
Service cost	10,073	–	10,073
Interest on the total pension liability	27,428	–	27,428
Differences between expected and actual experience	(2,039)	–	(2,039)
Changes of assumptions	(11,622)	–	(11,622)
Plan to plan resource movement	–	(176)	176
Contributions from the employer	–	10,746	(10,746)
Contributions from employees	–	3,291	(3,291)
Net investment income	–	23,684	(23,684)
Benefit payments, including refunds of employee contributions	(15,498)	(15,498)	–
Other miscellaneous	–	(829)	829
Administrative expense	–	(437)	437
Net changes	8,342	20,781	(12,439)
Balance at June 30, 2019	$ 408,330	$ 301,057	$ 107,273

Sensitivity of the District's Net Pension Liability to Changes in the Discount Rate

The following presents the District's net pension liability for the Safety plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15%) or 1-percentage-point higher (8.15%) than the current rate (in thousands):

	Safety		
	1.00% Decrease (6.15%)	Current Discount Rate (7.15%)	1.00% Increase (8.15%)
District's net pension liability	$ 165,886	$ 107,273	$ 59,277

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. Copies of the CalPERS annual financial report may be obtained from CalPERS Fiscal Services Division, P.O. Box 942703, Sacramento, CA 94229-2703, or by calling (888) CalPERS (225-7377).

Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2019, the District recognized pension expense of $16.8 million for the Safety Plan. As of June 30, 2019, the District reported deferred outflows and deferred inflows of resources related to pensions (Safety Plan) as follows (in thousands):

	Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of assumptions	$ 14,069	$ 10,225
Differences between expected and actual experience	4,608	3,526
Net difference between projected and actual earnings on pension plan investments	9,856	9,577
District contributions subsequent to the measurement date	12,992	—
Total	$ 41,525	$ 23,328

The amounts above are net of outflows and inflows recognized in the 2017-18 measurement period expense.

The $13.0 million reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in future pension expense as follows (in thousands):

	Safety
Year ended June 30	Deferred Outflows (Inflows) of Resources
2020	$ 5,188
2021	4,407
2022	(1,596)
2023	(2,794)

Payable to the Pension Plan

The District’s contribution for all members to the Safety Plan for the fiscal year ended June 30, 2019 was in accordance with the required contribution rate calculated by the CalPERS actuary. Hence, no payable to the pension plan is recognized for the fiscal year ended June 30, 2019.

Miscellaneous Plan

Plan Description and Benefits Provided

The District contributes to a cost-sharing multiple-employer plan, the Public Employees' Retirement Fund (PERF) Miscellaneous Plan, a defined benefit pension plan administered by CalPERS. The plan 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 credited service, equal to one year of full time employment. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law.

The Miscellaneous Plan's provisions and benefits in effect at June 30, 2019, are summarized as follows:

	Miscellaneous	
Hiring date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age: Minimum	50	52
Monthly benefit, as a % of eligible compensation	1.10%	1.00%
Required employee contribution rates	7.00%	7.00%
Required employer contribution rates	18.062%	18.062%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended.

For the year ended June 30, 2019, the contributions to the Miscellaneous Plan amounted to $205.3 million.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a net pension liability of $2.1 billion for its proportionate share of the net pension liability of the Miscellaneous Plan. The net pension liability of the Miscellaneous Plan was measured as of June 30, 2018, and the total pension liability for the Miscellaneous Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. The District's proportion of the net pension liability was based on the 2017-18 fiscal year employer contributions calculated by CalPERS. At June 30, 2018, the District's proportion rate was 7.96783%.

For the year ended June 30, 2019, the District recognized pension expense of $351.1 million for the Miscellaneous Plan. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions (Miscellaneous Plan) from the following sources (in thousands):

	Miscellaneous	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 140,103	$ —
Difference between projected and actual earnings on pension plan investments	186,102	160,736
Change of assumption	216,369	—
Change in NPL proportion	—	54,600
Change in proportion of deferred outflow	(2,743)	16,470
Change in proportion of deferred inflow	6,618	(3,220)
Difference in contribution	1,006	460
District contributions subsequent to the measurement date	205,346	—
Total	$ 752,801	$ 229,046

The $205.3 million reported as deferred outflows of resources related to District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in future pension expense as follows (in thousands):

	Miscellaneous
Year ended June 30	Deferred Outflows (Inflows) of Resources
2020	$ 196,469
2021	148,580
2022	(14,100)
2023	(12,540)

(Continued)

Actuarial Methods and Assumptions

The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

	Miscellaneous
Valuation date	June 30, 2017
Measurement date	June 30, 2018
Actuarial cost method	Entry-Age Normal
Actuarial assumptions	
Discount rate	7.15%
Inflation	2.50%
Salary increases	Varies by entry age and service
Investment rate of return	7.15%
Mortality rate table [(1)]	Derived using CalPERS' membership data for all funds
Post retirement benefit Increase	2.00% until purchasing power protection allowance floor on purchasing power applies, 2.50% thereafter

[(1)] The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement dates. The Experience Study report can be obtained at CalPERS website under Forms and Publications.

Change of Assumptions

During the measurement period ended June 30, 2018, the demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

Discount Rate

The discount rate used to measure the total pension liability of the Miscellaneous Plan was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the CalPERS Board effective on July 1, 2014.

	Miscellaneous		
Asset Class	Current Target Allocation	Real Return Years 1 - 10 [(a)]	Real Return Years 11+ [(b)]
Global equity	50.00%	4.80%	5.98%
Fixed income	28.00	1.00	2.62
Inflation sensitive	—	0.77	1.81
Private equity	8.00	6.30	7.23
Real estate	13.00	3.75	4.93
Liquidity	1.00	—	(0.92)
Total	100.00%		

[(a)] An expected inflation of 2.00% used for this period.

[(b)] An expected inflation of 2.92% used for this period.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability for the Miscellaneous plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15%) or 1-percentage-point higher (8.15%) than the current rate (in thousands):

	Miscellaneous		
	1.00% Decrease (6.15%)	Current Discount Rate (7.15%)	1.00% Increase (8.15%)
District's proportionate share of the net pension liability	$ 3,093,133	$ 2,124,474	$ 1,320,833

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. Copies of the CalPERS annual financial report may be obtained from CalPERS Fiscal Services Division, P.O. Box 942703, Sacramento, CA 94229-2703, or by calling (888) CalPERS (225-7377).

Payable to the Pension Plan

The District's contribution for all members to the Miscellaneous Plan for the fiscal year ended June 30, 2019 was in accordance with the required contribution rate calculated by the CalPERS actuary. Hence, no payable to the pension plan is recognized for the fiscal year ended June 30, 2019.

(b) California State Teachers' Retirement System (CalSTRS)

Plan Description and Benefits Provided

The District contributes to the CalSTRS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan and a tax-deferred supplemental program established and administered by the State Teachers' Retirement Law (Section 22000 et seq.) of the California Education Code. The Teachers' Retirement Fund (TRF) is a defined benefit pension plan under the CalSTRS. The State of California is a nonemployer contributor to the TRF.

The Plan provides defined retirement benefits based on members' final compensation, age, and years of credited service. In addition, the retirement program provides benefits to members upon disability and to survivors upon the death of eligible members. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2019, are summarized as follows:

	CalSTRS	
Hiring date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2.0% @ 60	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age: Minimum	50-55 (30 years of service credit)	55 (5 years of service credit)
Monthly benefit, as a % of eligible compensation	1.1% - 2.4%	1.16% - 2.4%
Required employee contribution rates	10.25%	10.205%
Required employer contribution rates	16.28%	16.28%

Contributions

The District is required to contribute based on an actuarially determined rate using the entry age normal actuarial cost method. The actuarial methods and assumptions used for determining the rate are those adopted by the CalSTRS Teachers' Retirement Board (Board). Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. Both the member and employer contributions are set as a percentage of employees' earnings.

Assembly Bill (AB 1469) enacted in Chapter 47, Statutes of 2014 is projected to fully fund the CalSTRS Defined Benefit (DB) Program in 32 years through shared contribution among CalSTRS members, employers and the State of California. Contribution increases will be phased in over several years with the first increases taking effect on July 1, 2014. Member contribution increases will be phased in over the next three years and increase by an additional 2.25% of payroll for CalSTRS 2% at 60 members and an additional 1.205% for CalSTRS 2% at 62 members. Effective July 1, 2020, the Board cannot adjust the employer rate by more than 1% in a fiscal year, and the increase to the contribution rate above the 8.25% base contribution rate cannot exceed 12% for a maximum of 20.25%. The Board has limited authority to adjust state contribution rates annually through June 2046 in order to eliminate the remaining unfunded actuarial obligation associated with the 1990 benefit structure. The Board cannot increase the rate by more than 0.50% in a fiscal year, and if there is no unfunded actuarial obligation, the contribution rate imposed to pay for the 1990 benefit structure would be reduced to 0%.

For the year ended June 30, 2019, the contributions to the CalSTRS' TRF amounted to $483.2 million.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a net pension liability of $4.8 billion for its proportionate share of the CalSTRS net pension liability. 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 an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the 2017-18 fiscal year employer contributions calculated by CalSTRS with consideration given to separately financed and irregular employer contributions relative to the projected contributions of all

(Continued)

participating employer and nonemployer contributing entities. At June 30, 2018, the District's proportion rate was 5.184%.

For the year ended June 30, 2019, the District recognized pension expense of $153.7 million. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	CalSTRS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 15,119	$ 76,144
Difference between projected and actual earnings	348,249	510,211
Change of assumption	757,402	—
Change in NPL proportion	60,550	379,784
Change in proportion of deferred outflow	22,685	—
Change in proportion of deferred inflow	—	44,625
Difference in contribution	12,224	—
District contributions subsequent to the measurement date	483,163	—
Total	$ 1,699,392	$ 1,010,764

The $483.2 million reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in future pension expense as follows:

	CalSTRS
Year ended June 30	Deferred Outflows (Inflows) of Resources
2020	$ 127,044
2021	48,386
2022	(86,410)
2023	24,597
2024	107,170
Thereafter	(15,322)

Actuarial Methods and Assumptions

The total pension liability for the CalSTRS' TRF was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Valuation Date	June 30, 2017
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return*	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for defined benefit (annually) maintain 85% purchasing power level for defined benefit not applicable for Defined Benefit Supplement

*Net of investment expenses, but gross of administrative expenses.

Discount Rate

The discount rate used to measure the total pension liability of the CalSTRS' TRF was 7.10%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10%) and assuming that contributions and benefit payments and administrative expenses occur mid year. Based on those assumptions, the CalSTRS' TRF fiduciary net pension was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS' general investment consultant (Pension Consulting Alliance-PCA) as inputs to the process. The actuarial investment rate of return assumption was adopted by the Board in February 2017 in conjunction with the most recent experience study. For each future valuation, CalSTRS consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2018, are summarized in the following table:

Asset Class	CalSTRS Assumed Asset Allocation	CalSTRS Long-Term* Expected Real Rate of Return
Global equity	47.00 %	6.30 %
Private equity	13.00	9.30
Real estate	13.00	5.20
Inflation sensitive	4.00	3.80
Fixed income	12.00	0.30
Risk mitigating strategies	9.00	2.90
Cash/liquidity	2.00	(1.00)
	100.00 %	

* 20-year average

Differences between expected and actual experience and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is seven years as of June 30, 2018. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10%) or 1-percentage-point higher (8.10%) than the current rate (in thousands):

	CalSTRS 1.00% Decrease (6.10%)	CalSTRS Current Discount Rate (7.10%)	CalSTRS 1.00% Increase (8.10%)
District's proportionate share of the net pension liability	$ 6,979,375	$ 4,764,511	$ 2,928,079

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report. Copies of the CalSTRS annual financial report may be obtained from California State Teachers' Retirement System, P.O. Box 15275, Sacramento, CA 95851-0275.

Payable to the Pension Plan

The District's contribution for all members to the CalSTRS' TRF for the fiscal year ended June 30, 2019 was in accordance with the required contribution rate calculated by the CalSTRS actuary. Hence, no payable to the pension plan is recognized for the fiscal year ended June 30, 2019.

(c) Public Agency Retirement System (PARS)

Plan Description

The Omnibus Budget Reconciliation Act of 1990 requires state and local public agencies to provide a retirement plan for all employees not covered under existing employer pension plans and/or Social Security. These employees are primarily part-time, seasonal, and temporary employees (PSTs). This Act also requires that contributions for PSTs be vested immediately and permits any split of the minimum contributions between employee and employer.

On July 1, 1992, the District joined the PARS, a multiple-employer retirement trust established by a coalition of public employers. The plan covers the District's part-time, seasonal, temporary, and other employees not covered under CalPERS or CalSTRS, but whose salaries would otherwise be subject to Social Security tax. As of June 30, 2019, there are 45,202 District employees covered under PARS.

Benefit terms and other requirements are established by District management based on agreements with various bargaining units. PARS is a defined contribution qualified retirement plan under Section 401 (a) of the Internal Revenue Code.

The minimum total contribution is 7.50% of employees' salaries, of which the District and the employees contribute 3.75% each. For the year ended June 30, 2019, the District recognized pension expense of $7.1 million. The District does not have any forfeited amounts.

The District's contributions for all members for the fiscal years ended June 30, 2019, 2018, and 2017 were in accordance with the required contributions.

Employees are vested 100% in both employer and employee contributions from the date of membership. When separated from employment, all employees can choose to receive their funds in lump sum or leave it on deposit until the mandatory age of 70 ½ when they must get a distribution.

Postemployment Benefits – Health and Welfare for Retirees

Plan Description

The District contributes to an agent multiple-employer plan. The plan provides other postemployment health care benefits in accordance with collective bargaining unit agreements and Board rules. Certificated and classified employees who retire from the District receiving a CalSTRS/CalPERS retirement allowance (for either age or disability) may be eligible to continue coverage under the District-sponsored hospital/medical, dental, and vision plans which cover both active and retired members and their eligible dependents. The following are the eligibility requirements:

a. Those hired prior to March 11, 1984 must have served a minimum of five consecutive qualifying years immediately prior to retirement.

b. Those hired from March 11, 1984 through June 30, 1987 must have served a minimum of 10 consecutive qualifying years immediately prior to retirement.

c. Those hired from July 1, 1987 through May 31, 1992 must have served a minimum of 15 consecutive qualifying years immediately prior to retirement, or served 10 consecutive qualifying years immediately prior to retirement plus an additional previous 10 years which are not consecutive.

d. Those hired from June 1, 1992 through February 28, 2007 must have at least 80 years combined total of qualifying service and age. For those employees that have a break in service, this must include 10 consecutive years immediately prior to retirement.

e. Those hired from March 1, 2007 through March 31, 2009 must have at least 80 years combined total of qualifying service and age. In addition, the employee must have 15 consecutive years of qualifying service immediately prior to retirement.

f. Those hired on or after April 1, 2009, except School Police, must have at least 85 years combined total of qualifying service and age. In addition, the employee must have a minimum of 25 consecutive years of qualifying service immediately prior to retirement.

g. School Police (sworn personnel) hired on or after April 1, 2009 must have at least 80 years combined total of qualifying service and age. In addition, the employee must have a minimum of 20 consecutive years of qualifying service immediately prior to retirement.

h. Associated Administrators of Los Angeles (AALA) Certificated employees, Service Employees International Union (SEIU) and California School Employees Association (CSEA) members hired on or after July 1, 2018 must have at least 87 years combined total of qualifying service and age. In addition, the employee must have a minimum of 30 consecutive years of qualifying service immediately prior to retirement.

Qualifying years of service consist of school years in which an employee was in "paid status" for at least 100 full-time days and eligible for District-sponsored health care benefits.

To receive retiree medical benefits, an individual must:

a. Be enrolled in active medical benefits at the date of retirement.

b. Retire in accordance with the eligibility rules of the applicable retirement system (CalSTRS or CalPERS).

c. Receive a monthly pension payment from the state retirement system (CalSTRS or CalPERS).

d. Comply with the Medicare requirements of the District plans. Lack of Medicare does not impact dental or vision coverage.

Eligible dependents are also covered for the life of the retiree. Upon the retiree's death, eligible dependents may continue coverage under the plan but will generally have to pay 100% of premium and plan costs.

Employees Covered

As of June 30, 2018 actuarial valuation, the following current and former employees were covered by the benefit terms under the District's OPEB Plan:

Active employees	60,730
Inactive employees or beneficiaries currently receiving benefits	38,502
Inactive employees entitled to, but not yet receiving benefits	69
Total	99,301

Contributions

The District's contribution obligation for the fiscal year for the health and welfare benefits of District personnel, including the cost of term life insurance coverage and employee assistance for active employees and coverage under health plans for dependents and retirees, generally is subject to an aggregate contribution limit. Determination of this fiscal year contribution obligation limit occurs through discussions with the relevant collective bargaining units and recommendation by the District-wide Health and Welfare Committee, and is subject to approval by the Board of Education.

Moreover, the District established in fiscal year 2013-14 an irrevocable other postemployment benefits (OPEB) trust with CalPERS – California Employers' Retiree Benefit Trust (CERBT) to address its fiscal obligation in relation to its OPEB liability. Contributions to the OPEB trust will be calculated annually and are governed by the District's Budget and Finance Policy wherein such contributions will be subject to maintaining an Unrestricted General Fund balance of 5.00% of the unrestricted revenue.

Detailed information about the CERBT is available in the separately issued CalPERS financial reports. Copies of the CalPERS annual financial report may be obtained from CalPERS Fiscal Services Division, P.O. Box 942703, Sacramento, CA 94229-2703, or by calling (888) CalPERS (225-7377).

For fiscal year 2018-19, the District contributed a total of $287.0 million to the OPEB Plan.

Healthcare Reform Act

The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, collectively referred to as the Health Care Reform Act of 2010 ("The Act"), were signed into law in March 2010. The Act imposes a 40.00% excise tax on employers that carry "Cadillac healthcare plans" beginning in 2022. The tax is applied to the amount of premium in excess of stated single ($10,200) and family ($27,500) thresholds. The District's actuary considered the potential additional costs due to the reduced funding on Medicare Advantage Plans by the federal government and excise taxes on high cost plans and these are included in the actuary's valuation of liabilities.

Net OPEB Liability

The District's net OPEB liability of $11.2 billion at June 30, 2019 is measured as the total OPEB liability, less the OPEB plan's fiduciary net position. All information provided is based on the census data, actuarial assumptions, and plan provisions used in the June 30, 2017 actuarial valuation report (dated March 2018), which are assumed to continue to be appropriate, except for the Changes of Benefit Terms and Changes of Assumptions which are reflected in the June 30, 2018 actuarial valuation, and noted below. The total OPEB liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2018
Measurement date	June 30, 2018
Actuarial cost method	Entry Age Normal Cost
Discount rate	3.90%
Inflation	2.75% per annum
Salary increases	1997-2011 CalPERS Experience Study
Investment rate of return	7.28%
Mortality rate[1]	Base rates used in the most recent CalSTRS valuation and developed in the 1997-2011 CalPERS Experience Study, as applicable. Projected improvement is based on scale MP-2017
Pre-retirement turnover[1]	Turnover rates used in the most recent CalSTRS valuation and developed in the 1997-2011 CalPERS Experience Study, as applicable.
Healthcare trend rate	Non-Medicare Advantage Plans Pre-65 [(0.18%) - 5.00%]; Post 65 [4.69% - 5.00%] Medicare Advantage Plans Post 65 Kaiser [6.58% - 5.00%]; Anthem [4.69% - 5.00%] Dental & Vision - 5.00%

(1)The Experience Study reports may be accessed on the CalPERS website www.calpers.ca.gov under Forms and Publications.

Changes of Assumptions

During the measurement period ended June 30, 2018, the discount rate was increased from 3.6% to 3.9%. The mortality base rates were updated per the most recent CalSTRS and CalPERS valuations. The mortality improvement was updated from scale MP-2014 to MP-2017. The rates for turnover, retirement, and disability were also updated per the most recent CalSTRS valuations during the measurement period ended June 30, 2018.

Changes of Plans

The liability measurements as of June 30, 2018 showed a change in the District's health care plan that is more cost effective. It reflected implementation of the Anthem Preferred PPO (50 state Medicare Advantage Plan), which replaced the United HealthCare Group Medicare Advantage plan and the Anthem Blue Cross Medicare (EPO) plan, effective January 1, 2019. This resulted in a decrease of $3.8 billion in the District's net OPEB liability as of June 30, 2019.

Discount Rate

The discount rate is based on a single equivalent rate that reflects a blend of expected return on assets during the period such that assets are projected to be sufficient to pay benefits of current participants; and 20-year municipal bond yields/index for periods beyond the depletion of the assets.

Based on the District's current funding policy, projected cash flows, and the assumed asset return, the plan assets are projected to be depleted in 2025. This results in a single equivalent rate of 3.9% as of July 1, 2018, which reflects the assumed asset return until asset depletion and municipal bond rates thereafter. The municipal bond rate is based on the Bond Buyer General Obligation 20-Bond Municipal Bond Index and the rate was 3.87% as of July 1, 2018.

The long-term expected rate of return on OPEB plan investments was based on CalPERS' expected return for California Employers' Retirement Benefit Trust Strategy 1.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset class	Assumed asset allocation	Real return years 1-10 [a]	Real return years 11+ [b]
Global equity	50.00%	4.80%	5.98%
Fixed income	28.00	1.00	2.62
Inflation assets	—	0.77	1.81
Private equity	8.00	6.30	7.23
Real assets	13.00	3.75	4.93
Liquidity	1.00	—	(0.92)
Total	100.00%		

[a] An expected inflation of 2.00% used for this period.

[b] An expected inflation of 2.92% used for this period.

Changes in the OPEB Liability

The changes in the net OPEB liability for the plan are as follows (in thousands):

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a-b)
Beginning Balance, June 30, 2018	$ 15,212,640	$ 244,130	$ 14,968,510
Changes recognized for the fiscal year			
Service cost	523,203	—	523,203
Interest on the total OPEB liability	561,040	—	561,040
Changes of assumptions	(580,166)	—	(580,166)
Changes of benefit terms	(3,842,546)	—	(3,842,546)
Benefit payments	(305,521)	(305,521)	—
Contributions – employer	—	425,521	(425,521)
Net investment income	—	23,893	(23,893)
Other expenses – administrative expense	—	(172)	172
Net changes	(3,643,990)	143,721	(3,787,711)
Ending Balance, June 30, 2019	$ 11,568,650	$ 387,851	$ 11,180,799

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following table illustrates the impact of interest rate sensitivity on the Net OPEB Liability of the District if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate for fiscal year ended June 30, 2019 (in thousands):

	1.00% Decrease (2.90%)	Current Discount Rate (3.90%)	1.00% Increase (4.90%)
Net OPEB liability	$ 13,282,359	$ 11,180,799	$ 9,506,074

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the District if it were calculated using health care cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current rate, for measurement period ended June 30, 2019 (in thousands):

	1.00% Decrease	Trend Rate	1.00% Increase
Net OPEB liability	$ 9,164,250	$ 11,180,799	$ 13,830,735

(Continued)

OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2019, the District recognized a decrease in OPEB expense of $3.4 billion. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual earnings on OPEB plan investments	$ —	$ 5,959
Changes of assumptions	—	2,012,598
District contributions subsequent to the measurement date	287,040	—
Total	$ 287,040	$ 2,018,557

The table below lists the amortization bases included in the deferred outflows/inflows as of June 30, 2019 (in thousands):

Date Established	Type of Base	Period Original	Period Remaining	Balance Original	Balance Remaining	Annual Payment
6/30/2018	Asset (Gain)/Loss	5.00	4.00	$ (1,759)	$ (1,407)	$ (352)
6/30/2018	Assumptions	7.33	6.33	(580,167)	(501,017)	(79,150)
6/30/2017	Asset (Gain)/Loss	5.00	3.00	(7,587)	(4,552)	(1,517)
6/30/2017	Assumptions	7.50	5.50	(2,061,247)	(1,511,581)	(274,833)
	Total Charges				$ (2,018,557)	$ (355,852)

The $287.0 million reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2019.

Amounts recognized in the deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in the OPEB expense as follows (in thousands):

Year ended June 30	Deferred Outflows (Inflows) of Resources
2020	$ (355,852)
2021	(355,852)
2022	(355,852)
2023	(354,334)
2024	(353,983)
Thereafter	(242,684)

(10) Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; job-related illness or injury to employees; and natural disasters. The District has established several self-insurance funds (Internal Service Funds) as follows: the Workers' Compensation Self-Insurance Fund, the Liability Self-Insurance Fund, and the Health and Welfare Benefits Fund. These funds account for the uninsured risk of loss and pay for insurance premiums, management fees, and related expenses. The District is self-insured for its Workers' Compensation Insurance Program and partially self-insured for the Health and Welfare and Liability Insurance Programs. Premium payments to Health Maintenance Organizations for medical benefits and to outside carriers for vision services, dental services, and optional life insurance are paid out of the Health and Welfare Benefits Fund.

Excess insurance has been purchased for physical property loss damages, which currently provides $1 billion limit above a $500,000 self-insurance retention. Excess insurance has been purchased for general liability, which currently provides $35 million limit above a $5 million self-insurance retention. No settlements exceeded insurance coverage in the last five fiscal years that ended June 30, 2019.

The District has implemented an Owner Controlled Insurance Program (OCIP) covering new construction and renovation projects funded by school bonds. Under an OCIP, the District provides general liability and workers' compensation insurance coverage for construction contractors. Because contractors remove insurance costs from their bids, potential savings accrue to the District. Under the District's OCIP program, workers' compensation coverage with statutory limits and primary general liability and excess liability coverage with limits of $100 million have been underwritten by seven major insurance carriers.

The District has also purchased contractors' pollution liability insurance coverage for the construction program. The policy protects contractors and the District from losses resulting from pollution liability related incidents occurring during construction. The policy provides optional coverage to ensure that site cleanup cost overruns are not borne by the District. The limits of coverage on the cleanup cost-cap policy are variable by specific project. The total limit available on the other policies is $50 million.

Liabilities for loss and loss adjustment expenses under school operations workers' compensation and general liability are based on the estimated present value of the ultimate cost of settling the claims including the accumulation of estimates for losses reported prior to the balance sheet date, estimates of losses incurred but not reported, and estimates of expenses for investigating and adjusting reported and unreported losses. Such liabilities are estimates of the future expected settlements and are based upon analysis of historical patterns of the number of incurred claims and their values. Individual reserves are continuously monitored and reviewed and as settlements are made, or reserves adjusted, differences are reflected in current operations.

As of June 30, 2019, the amount of the total claims liabilities recorded for health and welfare, workers' compensation, and liability self-insurance was $603 million. Changes in the reported liabilities since July 1, 2017 are summarized as follows (in thousands):

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	End of Fiscal Year Liability
2018-2019				
Health and welfare benefits	$ 25,798	$ 249,371	$ (253,160)	$ 22,009
Workers' compensation self-insurance	455,406	85,111	(97,863)	442,654
Liability self-insurance	139,944	39,440	(41,045)	138,339
Total	$ 621,148	$ 373,922	$ (392,068)	$ 603,002
2017-2018				
Health and welfare benefits	$ 22,907	$ 260,008	$ (257,117)	$ 25,798
Workers' compensation self-insurance	495,648	67,608	(107,850)	455,406
Liability self-insurance	132,408	26,187	(18,651)	139,944
Total	$ 650,963	$ 353,803	$ (383,618)	$ 621,148

(11) Certificates of Participation, Long-Term Capital Leases, and Operating Leases

The District has entered into Certificates of Participation (COPs) for the acquisition of the new administration building, warehouse, school sites, relocatable classroom buildings, furniture and equipment; modernization, rehabilitation and repair of certain facilities; replacement of the legacy financial and procurement systems; and automation of certain business processes. The COPs outstanding as of June 30, 2019 are as follows (in thousands):

COP Issue	Sale Date	Original Principal Amount	Outstanding June 30, 2019	Interest Rates to Maturity Min	Interest Rates to Maturity Max	Final Maturity
2005 Qualified Zone Academy Bonds	12/13/2005	$ 10,000	$ 10,000	N/A	N/A	2020
2010B-1 Federally Taxable Direct Pay Build America Bonds, Capital Projects I	12/21/2010	21,615	21,615	7.663 (a)	8.525 (a)	2035
2010B-2 Tax-Exempt, Captial Projects I	12/21/2010	61,730	14,470	5.000	5.750	2020
2012A Refunding Headquarters Building Projects	6/12/2012	87,845	48,140	3.750	5.000	2031
2012B Refunding Headquarters Building Projects	6/12/2012	72,345	69,920	2.375	5.000	2031
2013A Refunding Lease	6/24/2013	24,780	16,400	2.290	2.290	2028
			$ 180,545 *			

* The total amount shown above excludes net unamortized premium of $5 million.

(a) Issued under Build America Bonds (BABs), a taxable bond program for which the federal government initially subsidized 35% of the interest cost.

In prior years, the District defeased certain sinking fund payments for its 2005 Certificates of Participation (Qualified Zone Academy Bonds) by placing proceeds of general obligation bonds, interest earnings on all said deposits, and interest earnings on forward delivery agreements into the sinking fund account held by the trustee to provide for the payment of the 2005 Certificates of Participation (Qualified Zone Academy Bonds) at maturity. While the District's financial statements indicate that the full principal amount of the 2005 Certificates of Participation (Qualified Zone Academy Bonds) are outstanding as of June 30, 2019, a total of $8.9 million of accumulated sinking fund payments have been made, which reflects the portion of the COPs that are considered economically defeased.

Other Leasing Arrangements

The District has entered into various lease agreements ranging from four to five years to finance the acquisition of office equipment. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. The future minimum lease payments (principal plus interest) and the net present value of these minimum lease payments (principal only) are detailed in Note 12 – Long-Term Obligations.

The District's operating leases consist of various leased facilities. The leased facilities have varying terms ranging from two years to 80 years. Some leases are month to month and year to year. The leases expire over the next 64 years subject to renewal option provisions.

The total expenditure for all operating leases amounted to $7.4 million in fiscal year 2018-19. The future minimum commitments for noncancelable operating lease of the District as of June 30, 2019 are as follows (in thousands):

Fiscal year ending	Amount
2020	$ 6,490
2021	4,850
2022	4,479
2023	3,425
2024	2,900
2025-2029	14,625
2030-2034	17,160
2035-2039	20,728
2040-2044	12,317
2045-2049	13,528
2050-2054	15,786
2055-2059	18,566
2060-2064	22,020
2065-2069	26,349
2070-2074	31,816
2075-2079	38,774
2080-2084	31,056
	$ 284,869

(12) Long-Term Obligations

The following is a summary of changes in long-term obligations for the year ended June 30, 2019 (in thousands):

	Balance, July 1, 2018	Additions	Deductions	Other Changes**	Balance, June 30, 2019	Due Within One Year	Interest Expense
General Obligation Bonds*	$ 11,390,146	$ 594,605	$ 1,092,305	(1,128)	$ 10,891,318	$ 545,717	$415,273
Certificates of Participation (Note 11)*	202,192	–	15,430	(1,208)	185,554	17,124	7,770
Capital Lease Obligations	676	219	396	–	499	313	28
Children Center Facilities Revolving Loan	238	–	79	–	159	79	–
Liability for Compensated Absences	64,983	94,291	82,157	–	77,117	1,373	–
Liability for Other Employee Benefits	52,547	–	6,887	–	45,660	4,013	–
Self-Insurance Claims (Note 10)	621,148	373,922	392,068	–	603,002	199,167	–
Arbitrage Payable	1,420	875	–	–	2,295	2,295	–
Total	$ 12,333,350	$ 1,063,912	$ 1,589,322	$ (2,336)	$ 11,805,604	$ 770,081	$423,071

* The amounts shown above include unamortized premiums and discounts.

** Premium on bonds and premium and discount amortization.

Future annual payments on long-term debt obligations are as follows (in thousands):

Year Ending June 30	General Obligation Bonds Principal	General Obligation Bonds Interest	Capital Lease Obligations/ Certificates of Participation Principal	Capital Lease Obligations/ Certificates of Participation Interest	Other Loans Principal	Total Principal	Total Interest
2020	$ 425,380	$ 495,247	$ 16,428	$ 8,309	$ 79	$ 441,887	$ 503,556
2021	431,235	486,523	26,923	7,502	80	458,238	494,025
2022	457,645	465,295	10,778	6,836	—	468,423	472,131
2023	491,465	442,230	11,142	6,306	—	502,607	448,536
2024	506,190	417,876	10,898	5,773	—	517,088	423,649
2025-2029	3,223,850	1,648,491	60,025	20,553	—	3,283,875	1,669,044
2030-2034	3,014,095	874,083	40,900	5,820	—	3,054,995	879,903
2035-2039	1,164,000	180,655	3,950	327	—	1,167,950	180,982
2040-2044	392,590	37,169	—	—	—	392,590	37,169
	$ 10,106,450	$ 5,047,569	$ 181,044	$ 61,426	$ 159	$ 10,287,653	$ 5,108,995

The General Obligation (GO) Bonds outstanding balance as of June 30, 2019 consists of the following (in thousands):

Bond Issue	Sale Date	Original Principal Amount	Outstanding June 30, 2019		Interest Rates to Maturity Min	Interest Rates to Maturity Max	Final Maturity
Election of 2002, D (2009)	2/19/2009	$ 250,000	$ 8,155		5.00	5.00	2019
Election of 2004, I (2009)	2/19/2009	550,000	18,155		5.00	5.00	2019
Election of 2005, F (2009)	2/19/2009	150,000	4,945		5.00	5.00	2019
KRY (2009-BAB)	10/15/2009	1,369,800	1,369,800		5.75 (a)	5.76 (a)	2034
KRY (2009-TE)	10/15/2009	205,785	5,645		5.00	5.00	2019
2009A Refunding	10/15/2009	74,765	23,635		5.00	5.00	2019
Election of 2005, H (2009)	10/15/2009	318,800	318,800		1.54	1.54	2025
KRY (2010-TE)	3/4/2010	478,575	393,185		4.00	5.25	2034
RY (2010-BAB)	3/4/2010	1,250,585	1,250,585		6.76 (a)	6.76 (a)	2034
Election of 2005, J-1 (2010)	5/6/2010	190,195	190,195	(b)	5.98	5.98	2027
Election of 2005, J-2 (2010)	5/6/2010	100,000	100,000	(b)	5.72	5.72	2027
2011A-1 Refunding	11/1/2011	206,735	104,935		4.00	5.00	2024
2011A-2 Refunding	11/1/2011	201,070	142,915		4.00	5.00	2023
2012A Refunding	5/8/2012	156,000	110,985		2.00	5.00	2028
2014A Refunding	6/26/2014	196,850	76,285		5.00	5.00	2022
2014B Refunding	6/26/2014	323,170	174,540		5.00	5.00	2026
2014C Refunding	6/26/2014	948,795	875,070		2.00	5.00	2031
2014D Refunding	6/26/2014	153,385	143,555		5.00	5.00	2030
Election of 2005, K (2014)	8/19/2014	35,465	3,725		4.00	4.00	2020
2015A Refunding	5/28/2015	326,045	318,085		5.00	5.00	2025
Election of 2008, A (2016)	4/5/2016	648,955	617,295		3.00	5.00	2040
2016A Refunding	4/5/2016	577,400	504,630		3.00	5.00	2030
2016B Refunding	9/15/2016	500,855	498,240		2.00	5.00	2032
2017A Refunding	5/25/2017	1,080,830	1,056,040		2.00	5.00	2027
Election of 2005, Series M-1 (2018)	3/8/2018	117,005	117,005		2.00	5.25	2042
Election of 2008, Series B-1 (2018)	3/8/2018	1,085,440	1,085,440		4.00	5.25	2042
2019A Refunding	5/29/2019	594,605	594,605		3.00	5.00	2034
			$ 10,106,450	*			

* The total amount shown above excludes unamortized premium and discount of $785.0 million.

(a) Issued under Build America Bonds (BABs), a taxable bond program for which the federal government initially subsidized 35% of the interest cost.

(b) Includes the set-aside deposits totaling $27.330 million in Fiscal Year 2018-19 for Qualified School Construction Bonds (Federally Taxable Direct Subsidy Bonds).

On May 29, 2019, the District issued $594.6 million of 2019 General Obligation Refunding Bonds, Series A (Dedicated Unlimited *Ad Valorem* Property Tax Bonds) to refund bonds originally issued in 2009. These refunded bonds have an aggregate par amount of $687.6 million. The Refunding Bonds were sold via competitive bid with underlying ratings of “AAA” from Fitch and “Aa2” from Moody’s. The refunding generated gross savings of $170.8 million over the life of the bonds. Net present value savings were $147.3 million or 21.4% of the refunded bonds.

The Children Center Facilities revolving loan represents loan proceeds from the State Child Development Revolving Fund for the purchase of relocatable buildings, sites and site improvements for child care facilities. The loan, which does not incur interest charges, must be repaid in 10 equal installments to commence on July 1, 2012 and each year thereafter until July 1, 2021.

The arbitrage payable balance reflects amounts due to the United States Treasury in order to comply with Internal Revenue Code Section 148(f). When the District issues tax-exempt debt, Internal Revenue Service (IRS) regulations limit the yield that the District can earn on the bond proceeds. If the District earns an amount in excess of the bond yield and does not qualify for a spending exception, the District must remit the excess earnings to the United States Treasury. Payments equal to 90% of the calculated excess earnings are due on each fifth anniversary of a bond's issuance date. When a bond issue is retired, all of the remaining excess earnings must be remitted. As of June 30, 2019, $2.3 million positive net rebate liability and yield restriction liability was accrued for the General Obligation Bonds, Election of 2004, Series J (2014) and Election of 2005, Series K (2014). The first arbitrage rebate or yield reduction payment is due to IRS in October 2019 with final payment in February 2020.

Debt Liquidation

Payments on the General Obligation Bonds and Certificates of Participation are made through the debt service funds. The employee benefits liability for retirement bonus are all paid out of the General Fund, while the compensated absences portion are liquidated from different governmental funds and proprietary funds. In fiscal year 2019, approximately 93% of compensated absences has been paid by the General Fund, 6% by the District Bonds Fund, and 1% by the proprietary funds.

The self-insurance claims and other postemployment benefits are generally liquidated through the internal service funds, which finance the payment of those claims and benefits by charging user funds. The General Fund assumes 100% of liability self-insurance claims. For workers' compensation and health benefit claims, including retiree health benefits, the General Fund currently bears approximately 89% of the cost, while the Cafeteria Fund carries 6%; no other individual fund is charged more than 3% of the total amount.

(13) Interfund Transactions

(a) Interfund Receivables/Payables (Due to/from Other Funds)

Interfund receivables/payables are eliminated on the government-wide statement of net position but are reported on the fund financial statements. These consist of borrowings between funds to cover temporary cash insufficiencies and permit payment of obligations. Interfund receivables and payables at June 30, 2019 are as follows (in thousands):

Fund Group	Fund	Interfund Receivables	Interfund Payables
General	Unrestricted	$ 700	$ —
	Total General	700	—
Special Revenue	Adult Education	—	700
	Total Special Revenue	—	700
	Total Interfund Receivables/Payables	$ 700	$ 700

(b) Interfund Transfers

Interfund transfers are eliminated on the government-wide statement of activities but are reported on the fund financial statements. These consist of transfers for exchange of services or reimbursement of expenditures. In addition, interfund transactions are also made to move revenue collected in one fund to another fund where the resources are spent or accounted for, in accordance with budgetary authorization through which resources are to be expended. Transfers between funds for the year ended June 30, 2019 were as follows (in thousands):

From	To	Purpose	Amount
General Fund	Adult Education Fund	Transfer of balance	$ 440
General Fund	Child Development Fund	Child development support	22,320
General Fund	Cafeteria Fund	Reimbursement of expenditures	1,173
General Fund	Building Fund – Measure R	Reimbursement of capital expenditures	360
General Fund	Building Fund – Measure K	Reimbursement of capital expenditures	13
General Fund	Building Fund – Measure Y	Reimbursement of capital expenditures	15
General Fund	Building Fund – Measure Q	Reimbursement of capital expenditures	3
General Fund	Building Fund – Measure Q	Reimbursement of capital expenditures	12
General Fund	Capital Services Fund	Debt service	16,061
Child Development Fund	General Fund	Reimbursement of expenditures	150
Building Fund – Measure R	General Fund	Reimbursement of capital expenditures	28
Building Fund – Measure R	Building Fund – Measure K	Reimbursement of capital expenditures	619
Building Fund – Measure R	Building Fund – Measure Y	Reimbursement of capital expenditures	197
Building Fund – Measure R	Building Fund – Measure Q	Reimbursement of capital expenditures	15,454
Building Fund – Measure R	County School Facilities – Prop 47	Reimbursement of capital expenditures	795
Building Fund – Bond Proceeds	Building Fund – Measure Q	Reimbursement of capital expenditures	7,147
Building Fund – Bond Proceeds	County School Facilities – Prop 47	Reimbursement of capital expenditures	56
Building Fund – Measure K	Building Fund – Measure R	Reimbursement of capital expenditures	208
Building Fund – Measure K	Building Fund – Measure Y	Reimbursement of capital expenditures	6,144
Building Fund – Measure K	Building Fund – Measure Q	Reimbursement of capital expenditures	95,094
Building Fund – Measure K	County School Facilities – Prop 47	Reimbursement of capital expenditures	1,185
Building Fund – Measure K	Special Reserve Fund	Reimbursement of capital expenditures	113
Building Fund – Measure Y	General Fund	Reimbursement of capital expenditures	417
Building Fund – Measure Y	Building Fund – Measure R	Reimbursement of capital expenditures	276
Building Fund – Measure Y	Building Fund – Measure K	Reimbursement of capital expenditures	105
Building Fund – Measure Y	Building Fund – Measure Q	Reimbursement of capital expenditures	558
Building Fund – Measure Y	County School Facilities – Prop 47	Reimbursement of capital expenditures	626
Building Fund – Measure Q	General Fund	Reimbursement of capital expenditures	4,654
Building Fund – Measure Q	Building Fund – Measure R	Reimbursement of capital expenditures	701
Building Fund – Measure Q	Building Fund – Measure K	Reimbursement of capital expenditures	666
Building Fund – Measure Q	Building Fund – Measure Y	Reimbursement of capital expenditures	164
Building Fund – Measure Q	County School Facilities – Prop 47	Reimbursement of capital expenditures	38
Building Fund – Measure Q	Special Reserve Fund	Reimbursement of capital expenditures	5
Capital Facilities Fund	Building Fund – Measure K	Reimbursement of capital expenditures	419
Capital Facilities Fund	Building Fund – Measure Y	Reimbursement of capital expenditures	490
Capital Facilities Fund	Building Fund – Measure Q	Reimbursement of capital expenditures	33,836
Capital Facilities Fund	County School Facilities – Prop 47	Reimbursement of capital expenditures	60
County School Facilities – Prop 47	General Fund	Reimbursement of capital expenditures	1
County School Facilities – Prop 47	Building Fund – Measure R	Reimbursement of capital expenditures	6,682
County School Facilities – Prop 47	Building Fund – Bond Proceeds	Reimbursement of capital expenditures	4,283
County School Facilities – Prop 47	Building Fund – Measure K	Reimbursement of capital expenditures	21,420
County School Facilities – Prop 47	Building Fund – Measure Y	Reimbursement of capital expenditures	6,491
County School Facilities – Prop 47	Building Fund - Measure Q	Reimbursement of capital expenditures	43,884
Special Reserve Fund – CRA	General Fund	Reimbursement of capital expenditures	20,000
Special Reserve Fund	General Fund	Reimbursement of capital expenditures	130
Special Reserve Fund	Building Fund – Measure R	Reimbursement of capital expenditures	707
Special Reserve Fund	Building Fund – Measure K	Reimbursement of capital expenditures	543
Special Reserve Fund	Building Fund – Measure Y	Reimbursement of capital expenditures	1,584
Special Reserve Fund	Building Fund – Measure Q	Reimbursement of capital expenditures	1,373
Special Reserve Fund	County School Facilities – Prop 47	Reimbursement of capital expenditures	372
Special Reserve Fund	Capital Services Fund	Debt service	25
Total			$318,097

(14) Fund Equity

The following is a summary of nonspendable, restricted, assigned, and unassigned fund balances at June 30, 2019 (in thousands):

	General	District Bonds	Bond Interest and Redemption	Other Governmental
Nonspendable:				
Revolving cash and imprest funds	$ 2,677	$ 642	$ —	$ 16
Inventories	20,437	—	—	9,065
Prepaids	4,210	—	—	45
Total Nonspendable Balances	27,324	642	—	9,126
Restricted for:				
Child Nutrition: School Programs	—	—	—	98,262
Medi-Cal Billing Options	2,194	—	—	—
FEMA Public Assistance Funds	132	—	—	1,574
California Clean Energy Jobs Act	71,868	—	—	—
School Mental Health Medi-Cal Rehabilitation	5,412	—	—	—
Medi-Cal Electronic Health Record Incentive	25	—	—	—
Special Education	2,340	—	—	—
Special Education: Early Education Individuals with Exceptional Needs (Infant Program)	129	—	—	—
Classified Employee Professional Development Block Grant	4,347	—	—	—
Low Performance Students Block Grant	7,143	—	—	—
State School Facilities Projects	—	—	—	145,816
Employment Training Panel-Regional Occupational Centers and Programs	478	—	—	—
Ongoing and Major Maintenance Account	15,962	—	—	—
Prop 84 Stormwater Grant Reimbursement	—	—	—	5
CDE Grant Olive Vista Middle School	—	—	—	4
California Public Assistance & Reimbursement	—	—	—	412
Drought Response Outreach Program for Schools Grant	—	—	—	965
Division of State Architect Certification/Close out	—	—	—	1,665
Capital Projects	—	—	—	156,267
B.E.S.T. Behavior – Special Education	178	—	—	—
KLCS – Capital Improvements	1,663	—	—	—
Clean Cities Grant	86	—	—	—
Cognitive Behavioral Intervention Therapy	98	—	—	—
JADE Continuing Education Learning	55	—	—	—
DWP Pilot Efficiency Activities	2,448	—	—	—
Adult Education Block Grant Program	—	—	—	7,807
Calworks	—	—	—	122
Debt Service Reserve	—	—	849,158	33,980
District Bonds	—	916,651	—	—
Total Restricted Balances	114,558	916,651	849,158	446,879
Committed to:				
Ongoing salary increase	174,590	—	—	—
Assigned to:				
Subsequent year expenditures	916,143	—	—	177,838
Unassigned:				
Reserved for economic uncertainties	75,618	—	—	—
Unassigned	908,617	—	—	—
Total Fund Balances	$ 2,216,850	$ 917,293	$ 849,158	$ 633,843

Nonspendable fund balances represent amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted fund balances represent amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed fund balances represent amounts that can be used only for specific purposes determined by a formal action of the governing board through the adoption of a resolution. The governing board is the highest level of decision-making authority for the District. These committed amounts cannot be used for any other purpose unless the governing board removes or changes the specific use through formal action. Governing board action to commit fund balance needs to occur within the fiscal reporting period, no later than June 30. The amount which will be committed can be determined subsequently but prior to the release of the District's financial statements.

Assigned fund balances represent amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. The District's adopted policy delegates the authority to assign amounts for specific purposes to the Superintendent, or designated executive committee.

Unassigned fund balances represent all other spendable amounts.

General Fund is the only fund that reports a positive unassigned fund balance, as it is not appropriate to report a positive unassigned fund balance in other governmental funds except where expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned for those purposes. In such case, a negative unassigned fund balance may be reported.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which amounts in any of the unrestricted classifications of fund balance could be used, the District considers assigned amounts to be reduced first, before the unassigned amounts.

Minimum Fund Balance Policy

As part of the Budget and Finance Policy, the governing board has adopted a minimum fund balance policy for the General Fund in order to avoid the need for service level reductions in the event that an economic downturn causes revenues to be substantially lower than what was budgeted. The policy requires the District to maintain a reserve for economic uncertainty consisting of unassigned amounts equal to at least 1% of total General Fund expenditures and other financing uses. In the event that the District must expend all or part of this reserve, the District will identify and implement a budgetary plan to replenish this reserve the following year. This reserve may be adjusted based on changes to legal requirement.

It is also a policy that the total General Fund balance be maintained at a minimum level of 5% of total General Fund expenditures and Other Financing Uses. In the event that the General Fund balance falls below this level, all one-time monies will be set-aside until the 5% minimum reserve threshold is met. In addition, other recommendations may be developed to restore reserve balances.

(15) Contingencies and Commitments

(a) General

The District, as well as current and former Board Members and employees to whom the District has defense and indemnification responsibilities under the Government Code, has been named as defendants in numerous lawsuits, administrative proceedings and arbitrations. These seek, among other things, to require the District to reinstate terminated, demoted, suspended, and laid-off employees, to remedy alleged noncompliance regarding special education schools, and to change existing instructional programs, pupil integration methods, and employment and administration procedures. In many proceedings, monetary damages are sought including, for example, claims for retroactive pay and benefits and future pay and benefits. Based on the opinion of counsel, management believes that the ultimate outcome of such lawsuits will not have a material effect on the District's financial condition.

(b) Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under the terms of the grants, management believes that any required reimbursement will not be material to the financial statements.

(c) Construction Contracts

The District has entered into various contracts for the construction of facilities throughout the campuses. During fiscal year 2018-19 the District entered into approximately 110 contracts with a combined value of $440.3 million. The durations of the contracts range from three months to five years.

(16) Subsequent Events

In August 2019, Kroll Bond Rating Agency upgraded the long-term rating on the District's 2016 General Obligation Refunding Bonds, Series A & B (Dedicated Unlimited Ad Valorem Property Tax Bonds) to "AAA" from "AA+", with a Stable Outlook.

REQUIRED SUPPLEMENTARY INFORMATION

LOS ANGELES UNIFIED SCHOOL DISTRICT
Required Supplementary Information
Schedule of Changes in the Net OPEB Liability and Related Ratios*
For the Year Ended June 30, 2019
(Dollar amounts in thousands)
(unaudited)

	2017-2018	2018-2019
Total OPEB Liability		
Service Cost	$ 634,089	$ 523,203
Interest on the total OPEB liability	490,582	561,040
Changes of Benefit Terms	—	(3,842,546)
Changes in assumptions	(2,061,247)	(580,166)
Benefit payments	(264,763)	(305,521)
Net change in total OPEB liability	(1,201,339)	(3,643,990)
Total OPEB liability – beginning	16,413,979	15,212,640
Total OPEB liability – ending (a)	$ 15,212,640	$ 11,568,650
Plan fiduciary net position		
Contributions – employer	$ 342,763	$ 425,521
Net investment income	20,995	23,893
Benefit payments	(264,763)	(305,521)
Administrative expense	(103)	(172)
Net change in plan fiduciary net position	98,892	143,721
Plan fiduciary net position – beginning	145,238	244,130
Plan fiduciary net position – ending (b)	244,130	387,851
Net OPEB liability – ending (a) - (b)	$ 14,968,510	$ 11,180,799
Plan fiduciary net position as a percentage of the total OPEB liability	1.60%	3.35%
Covered – employee payroll	$ 3,905,000	$ 3,728,000
Net OPEB liability as percentage of covered – employee payroll	383.32%	299.91%

* Fiscal year 2017-18 was the first year of implementation, therefore only two years are shown.

Schedule of Contributions
For the Year Ended June 30, 2019

Not applicable – Funding is not based on actuarially determined contributions and contributions are neither statutorily or contractually established.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios *
Agent Multiple-Employer Defined Benefit Pension Plan
California Public Employees' Retirement System (CalPERS) – Safety Plan
For the Year Ended June 30, 2019
(Dollar amounts in thousands)
(unaudited)

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Total Pension Liability					
Service Cost	$ 8,284	$ 8,240	$ 8,861	$ 10,331	$ 10,073
Interest on total pension liability	22,121	23,128	25,394	26,815	27,428
Differences between expected and actual experience	—	(4,558)	11,191	(1,831)	(2,039)
Changes in assumptions	—	(5,860)	—	23,771	(11,622)
Changes in benefits	—	—	—	—	—
Benefit payments, including refunds of employee contributions	(12,325)	(12,853)	(13,653)	(14,041)	(15,498)
Net change in total pension liability	18,080	8,097	31,793	45,045	8,342
Total pension liability – beginning	296,973	315,053	323,150	354,943	399,988
Total pension liability – ending (a)	315,053	323,150	354,943	399,988	408,330
Plan fiduciary net position					
Contributions – employer	8,341	9,347	8,701	9,711	10,746
Contributions – employee	2,717	2,825	3,064	3,352	3,291
Net investment income (net of administrative expenses)	37,066	5,185	1,196	28,500	22,418
Benefit payments	(12,325)	(12,853)	(13,653)	(14,041)	(15,498)
Plan to Plan Resource Movement	—	1	(3)	(15)	(176)
Net change in plan fiduciary net position	35,799	4,505	(695)	27,507	20,781
Plan fiduciary net position – beginning	213,160	248,959	253,464	252,769	280,276
Plan fiduciary net position – ending (b)	248,959	253,464	252,769	280,276	301,057
Net pension liability – ending (a) - (b)	$ 66,094	$ 69,686	$ 102,174	$ 119,712	$ 107,273
Plan fiduciary net position as a percentage of the total pension liability	79.02%	78.44%	71.21%	70.07%	73.73%
Covered – employee payroll	$ 26,213	$ 27,384	$ 31,786	$ 33,239	$ 33,381
Net pension liability as percentage of covered – employee payroll	252.14%	254.48%	321.45%	360.16%	321.36%

* Fiscal year 2014-15 was the first year of implementation, therefore only five years are shown.

See accompanying independent auditor’s report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Required Supplementary Information
Schedule of Contributions *
Agent Multiple-Employer Defined Benefit Pension Plan
California Public Employees' Retirement System (CalPERS) – Safety Plan
For the Year Ended June 30, 2019
(Dollar amounts in thousands)
(unaudited)

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Actuarially determined contribution	$ 9,342	$ 10,397	$ 11,392	$ 11,057	$ 12,992
Contributions in relation to the actuarially determined contributions	(9,342)	(10,397)	(11,392)	(11,057)	(12,992)
Contribution deficiency (excess)	$ —	$ —	$ —	$ —	$ —
Covered – employee payroll	$ 39,837	$ 42,476	$ 43,788	$ 43,799	$ 46,849
Contributions as a percentage of covered – employee payroll	23.45%	24.48%	26.02%	25.24%	27.73%

Notes to Schedule:
The actuarial methods and assumptions used to set the actuarially determined contributions are as follows:

Valuation date	6/30/2012	6/30/2013	6/30/2014	6/30/2015	6/30/2016
Actuarial cost method	Entry Age Normal Cost Method	Entry Age Normal Cost Method	Entry Age Normal Cost Method	Entry Age Normal Cost Method	Entry Age Normal Cost Method
Amortization method	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll
Asset valuation method	15 Year Smoothed Market	Market Value of Assets	Market Value of Assets	Market Value of Assets	Market Value of Assets
Inflation	2.75% compounded annually	2.75% compounded annually	2.75% compounded annually	2.75% compounded annually	2.75% compounded annually
Salary increases	Varies by entry age and service	3.3% to 14.2% depending on age, service and type of employment	Varies by entry age and service	Varies by entry age and service	Varies by entry age and service
Payroll Growth	3.0%	3.0%	3.0%	3.0%	3.0%
Investment rate of return	7.5% net of pension plan investment and administrative expenses; includes inflation.	7.5%	7.5%	7.5%	7.5%
Retirement age	The probabilities of retirement are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007.	The probabilities of retirement are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007.	The probabilities of retirement are based on the 2014 CalPERS Experience Study.	The probabilities of retirement are based on the 2014 CalPERS Experience Study.	The probabilities of retirement are based on the 2014 CalPERS Experience Study.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-retirement mortality rates include 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.	Based on mortality rates from the most recent CalPERS Experience Study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 5 years of projected on-going mortality improvement using scale AA published by the Society of Actuaries. There is no margin for future mortality improvement beyond the valuation date.	Based on mortality rates from the most recent CalPERS Experience Study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.	Based on mortality rates from the most recent CalPERS Experience Study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.	Based on mortality rates from the most recent CalPERS Experience Study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.

* Fiscal year 2014-15 was the first year of implementation, therefore only five years are shown.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Required Supplementary Information
Schedule of District Proportionate Share of the Net Pension Liability and Related Ratios and District Contributions *
Cost Sharing Multiple Employer Defined Benefit Pension Plan
California Public Employees' Retirement System (CalPERS) – Miscellaneous Plan
For the Year Ended June 30, 2019
(Dollar amounts in thousands)
(unaudited)

1. Schedule of District Proportionate Share of the Net Pension Liability and Related Ratios

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
District's proportion of the net pension liability (asset)	9.3936%	8.7047%	8.3405%	8.15065%	7.96783%
District's proportionate share of the net pension liability (asset)	$ 1,066,402	$ 1,283,081	$ 1,647,254	$ 1,945,775	$ 2,124,474
District's covered-employee payroll	839,116	1,016,759	1,078,634	1,108,784	1,116,870
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	127.09%	126.19%	152.72%	175.49%	190.22%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	79.43%	73.90%	71.87%	70.85%

2. Schedule of District Contributions

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Contractually required contribution District contributions	$ 113,398	$ 119,193	$ 144,467	$ 166,342	$ 205,346
Contributions in relation to the contractually required contribution	113,398	119,193	144,467	166,342	205,346
Contribution deficiency (excess)	$ —	$ —	$ —	$ —	$ —
District's covered-employee payroll	1,016,759	1,078,634	1,108,784	1,116,870	1,228,585
Contributions as a percentage of covered-employee payroll	11.15%	11.05%	13.03%	14.89%	16.71%

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions are as follows:

Valuation date	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017
Actuarial cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization method	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll
Remaining amortization period	20-year period	Varies depending on the nature of the change in the unfunded liabilities.	Varies depending on the nature of the change in the unfunded liabilities.	Varies depending on the nature of the change in the unfunded liabilities.	Varies depending on the nature of the change in the unfunded liabilities.
Asset valuation method	Actuarial value of Assets	Market value of Assets	Market value of Assets	Market value of Assets	Market value of Assets
Inflation	2.75%	2.75%	2.75%	2.75%	2.75%
Salary increases	Varies by entry age and duration of service	Varies by entry age and duration of service	Varies by entry age and duration of service	Varies by entry age and duration of service	Varies by entry age and duration of service
Investment rate of return	7.50%	7.50%	7.50%	7.50%	7.15%
Retirement age	CalPERS Experience Study	CalPERS Experience Study	CalPERS Experience Study	CalPERS Experience Study	CalPERS Experience Study
Mortality	The probabilities of mortality are based on the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the 6/30/09 Valuation. Post-retirement mortality rates include 5 years of projected on-going mortality improvement using Scale AA published by the Society of Actuaries until June 30, 2010.	The probabilities of mortality are based on the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the 6/30/09 Valuation. Post-retirement mortality rates include 5 years of projected on-going mortality improvement using Scale AA published by the Society of Actuaries until June 30, 2010.	The probabilities of mortality are based on the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the 6/30/15 Valuation. Post-retirement mortality rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.	The probabilities of mortality are based on the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the 6/30/15 Valuation. Post-retirement mortality rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.	The probabilities of mortality are based on the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the 6/30/15 Valuation. Post-retirement mortality rates include 20 years of projected on-going mortality improvements using Scale BB published by the Society of Actuaries.

* Fiscal year 2014-15 was the first year of implementation, therefore only five years are shown.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Required Supplementary Information
Schedule of District Proportionate Share of the Net Pension Liability and Related Ratios and District Contributions *
Cost Sharing Multiple Employer Defined Benefit Pension Plan
California State Teachers' Retirement System (CalSTRS)
For the Year Ended June 30, 2019
(Dollar amounts in thousands)
(unaudited)

1. Schedule of District Proportionate Share of the Net Pension Liability and Related Ratios

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
District's proportion of the net pension liability (asset)	5.7380%	5.9320%	5.5890%	5.3050%	5.1840%
District's proportionate share of the net pension liability (asset)	$ 3,353,000	$ 3,993,660	$ 4,520,439	$ 4,906,064	$ 4,764,511
District's covered-employee payroll	2,585,154	2,771,643	2,834,892	2,865,305	2,833,461
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	129.70%	144.09%	159.46%	171.22%	168.15%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.04%	69.46%	70.99%

2. Schedule of District Contributions

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Contractually required contribution District contributions	$ 245,474	$ 302,716	$ 358,073	$ 407,198	$ 483,163
Contributions in relation to the contractually required contribution	245,474	302,716	358,073	407,198	483,163
Contribution deficiency (excess)	$ —	$ —	$ —	$ —	$ —
District's covered-employee payroll	2,771,643	2,834,892	2,865,305	2,833,461	3,052,549
Contributions as a percentage of covered-employee payroll	8.86%	10.68%	12.50%	14.37%	15.83%

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions are as follows:

Valuation date	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017
Actuarial cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization method	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll
Remaining amortization period	30 years	32 years	31 years	30 years	29 years
Asset valuation method	Expected Value with 33% adjustment to Market Value	Expected Value with 33% adjustment to Market Value	Expected Value with 33% adjustment to Market Value	Expected Value with 33% adjustment to Market Value	Expected Value with 33% adjustment to Market Value
Inflation	3.00%	3.00%	3.00%	2.75%	2.75%
Salary increases	3.75%	3.75%	3.75%	3.50%	3.50%
Investment rate of return	7.50%	7.50%	7.50%	7.25%	7.10%
Retirement age	Experience Tables	Experience Tables	Experience Tables	Experience Tables	Experience Tables
Mortality	RP-2000 Series Table	RP-2000 Series Table	RP-2000 Series Table	110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table	110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table

* Fiscal year 2014-15 was the first year of implementation, therefore only five years are shown.

See accompanying independent auditor’s report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
District Bonds Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
Year Ended June 30, 2019
(in thousands)

	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Other local revenues	$ 15,668	$ 15,668	$ 29,095	$ 13,427
Total Revenues	15,668	15,668	29,095	13,427
Expenditures:				
Current:				
Classified salaries	121,097	160,668	57,273	103,395
Employee benefits	58,090	70,594	26,880	43,714
Books and supplies	8,687	28,033	2,638	25,395
Services and other operating expenditures	52,788	349,879	39,517	310,362
Capital outlay	355,899	605,152	577,374	27,778
Total Expenditures	596,561	1,214,326	703,682	510,644
Excess (Deficiency) of Revenues Over (Under) Expenditures	(580,893)	(1,198,658)	(674,587)	524,071
Other Financing Sources (Uses):				
Transfers in	—	249,450	249,450	—
Transfers out	—	(141,095)	(135,250)	5,845
Total Other Financing Sources (Uses)	—	108,355	114,200	5,845
Net Changes in Fund Balances	(580,893)	(1,090,303)	(560,387)	529,916
Fund Balances, July 1, 2018	1,585,284	1,477,680	1,477,680	—
Fund Balances, June 30, 2019	$ 1,004,391	$ 387,377	$ 917,293	$ 529,916

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Bond Interest and Redemption Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
Year Ended June 30, 2019
(in thousands)

	Budget			Variance with Final Budget – Favorable
	Original	**Final**	**Actual**	**(Unfavorable)**
Revenues:				
Federal revenues	$ 68,885	$ 68,885	$ 69,032	$ 147
Other state revenues	5,236	5,236	3,447	(1,789)
Other local revenues	901,243	901,243	893,545	(7,698)
Total Revenues	975,364	975,364	966,024	(9,340)
Expenditures:				
Debt service – principal	432,005	746,038	404,675	341,363
Debt service – bond issuance cost	—	1,303	1,303	—
Debt service – bond, COPs, and capital leases interest	522,635	1,018,712	522,301	496,411
Total Expenditures	954,640	1,766,053	928,279	837,774
Excess (Deficiency) of Revenues Over (Under) Expenditures	20,724	(790,689)	37,745	828,434
Other Financing Sources (Uses):				
Issuance of refunding bonds	—	594,605	594,605	—
Payment to refunded bond escrow agent	—	(703,627)	(703,627)	—
Premium on refunding bonds issued	—	110,325	110,325	—
Total Other Financing Sources	—	1,303	1,303	—
Net Changes in Fund Balances	20,724	(789,386)	39,048	828,434
Fund Balances, July 1, 2018	842,334	810,110	810,110	—
Fund Balances, June 30, 2019	$ 863,058	$ 20,724	$ 849,158	$ 828,434

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Nonmajor Governmental Funds

Special Revenue Funds

The Adult Education Fund is used to account for resources committed to the operation of Community Adult Schools including educational programs funded by other government agencies. This Fund was established as authorized by State Education Code Section 42238. Revenues are primarily derived from State apportionments, federal subventions, investment income, and adult education fees.

The Child Development Fund is used to account for resources committed to the operation of the District's child development programs. Revenues are primarily derived from federal and state grants and apportionments, early education center fees, and investment income.

The Cafeteria Fund is used to account for resources designated for the operation of the District's food services programs. Revenues are primarily derived from federal and state subsidies, food sales, and investment income. Since the primary source of revenues is from federal and state subsidies rather than food sales, this fund is classified as a Special Revenue Fund rather than as an Enterprise Fund.

Debt Service Funds

The Tax Override Fund is used to account for the accumulation of resources from ad valorem tax levies for the repayment of State School Building Aid Fund apportionments. The loan was paid in full in May 2010.

The Capital Services Fund is used to account for the accumulation of resources for the repayment of principal and interest on Certificates of Participation and long-term capital lease agreements. Revenues are derived primarily from operating transfers from user funds and investment income.

Capital Projects Funds

The Building Fund is used to account for revenue from rentals and leases of real property and other resources designated for facility expansion.

The Capital Facilities Account Fund was established on January 1, 1987 in accordance with Section 53080 of the California Government Code and is used to account for resources received from fees levied upon new residential, commercial, or industrial development projects within the District's boundaries in order to obtain funds for the construction or acquisition of school facilities to relieve overcrowding.

The State School Building Lease – Purchase Fund is used to account for State apportionments received in accordance with State Education Code Sections 17700-17780. Projects are funded by the State subject to appropriation of funds in the State Budget. The District may be required to transfer to this fund any available monies from other funds as the District's contribution to a particular project.

The County School Facilities Bonds Fund is used to account for apportionments received from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), the 2004 State School Facilities Fund (Proposition 55), and the 2006 State School Facilities Fund (Proposition 1D).

The Special Reserve Fund – Community Redevelopment Agency is used to account for reimbursements of tax increment revenues from certain community redevelopment agencies based on agreements between the District and the agencies. These reimbursements are to be used for capital projects within the respective redevelopment areas covered in the agreements.

The Special Reserve Fund is used to account for District resources designated for capital outlay purposes such as land purchases, ground improvements, facilities construction and improvements, new acquisitions, and related expenditures.

The Special Reserve Fund – FEMA – Earthquake is used to account for funds received from the Federal Emergency Management Agency (FEMA) for capital outlay projects resulting from the January 17, 1994 Northridge Earthquake.

The Special Reserve Fund – FEMA – Hazard Mitigation was established on April 15, 1996 to account for funds received from FEMA and for the 25% District-matching funds for the retrofit/replacement of pendant lighting and suspended ceilings in selected buildings at schools, offices, and children's centers.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2019
(in thousands)

	Special Revenue			
Assets:	Adult Education	Child Development	Cafeteria	Total
Cash in county treasury, in banks, and on hand	$ 106	$ 2,750	$ 47,165	$ 50,021
Cash held by trustee	—	—	—	—
Accounts receivable – net	20,740	2,722	56,192	79,654
Accrued interest receivable	42	15	359	416
Prepaids	—	—	45	45
Inventories	—	—	9,065	9,065
Total Assets	20,888	5,487	112,826	139,201
Deferred Outflows of Resources	—	—	—	—
Total Assets and Deferred Outflows of Resources	$ 20,888	$ 5,487	$ 112,826	$ 139,201
Liabilities and Fund Balances:				
Vouchers and accounts payable	$ 1,728	$ 280	$ 1,933	$ 3,941
Contracts payable	7	4	—	11
Accrued payroll	2,700	4,952	2,650	10,302
Other payables	2	6	151	159
Due to other funds	700	—	—	700
Unearned revenue	87	2	721	810
Total Liabilities	5,224	5,244	5,455	15,923
Deferred Inflows of Resources	—	—	—	—
Fund Balances:				
Nonspendable	17	—	9,109	9,126
Restricted	7,929	—	98,262	106,191
Assigned	7,718	243	—	7,961
Total Fund Balances	15,664	243	107,371	123,278
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 20,888	$ 5,487	$ 112,826	$ 139,201

See accompanying independent auditors' report.

Debt Service		
Tax Override	Capital Services	Total
$ 407	$ 2,981	$ 3,388
—	30,575	30,575
—	—	—
2	15	17
—	—	—
—	—	—
409	33,571	33,980
—	—	—
$ 409	$ 33,571	$ 33,980
$ —	$ —	$ —
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
409	33,571	33,980
—	—	—
409	33,571	33,980
$ 409	$ 33,571	$ 33,980

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Nonmajor Governmental Funds
Combining Balance Sheet (Continued)
June 30, 2019
(in thousands)

	Capital			
Assets:	Building	Capital Facilities Account	State School Building Lease – Purchase	County School Facilities Bonds
Cash in county treasury, in banks, and on hand	$ 10,267	$ 159,305	$ 11,969	$ 141,059
Cash held by trustee	—	—	—	—
Accounts receivable – net	—	14,427	—	—
Accrued interest receivable	56	932	65	815
Prepaids	—	—	—	—
Inventories	—	—	—	—
Total Assets	10,323	174,664	12,034	141,874
Deferred Outflows of Resources	—	—	—	—
Total Assest and Deferred Outflows of Resources	$ 10,323	$ 174,664	$ 12,034	$ 141,874
Liabilities and Fund Balances:				
Vouchers and accounts payable	$ —	$ 4,343	$ 132	$ 794
Contracts payable	—	10,236	175	1,181
Accrued payroll	—	65	—	11
Other payables	—	2,849	5,784	15
Due to other funds	—	—	—	—
Unearned revenue	—	—	—	—
Total Liabilities	—	17,493	6,091	2,001
Deferred Inflows of Resources	—	—	—	—
Fund Balances:				
Nonspendable	—	—	—	—
Restricted	—	—	5,943	139,873
Assigned	10,323	157,171	—	—
Total Fund Balances	10,323	157,171	5,943	139,873
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 10,323	$ 174,664	$ 12,034	$ 141,874

See accompanying independent auditors’ report.

Projects					
Special Reserve – Community Redevelopment Agency	Special Reserve	Special Reserve – FEMA – Earthquake	Special Reserve – FEMA – Hazard Mitigation	Total	Total Nonmajor Governmental Funds
$ 78,230	$ 78,209	$ 3,420	$ 2,162	$ 484,621	$ 538,030
—	1,209	—	—	1,209	31,784
—	—	—	—	14,427	94,081
461	481	19	12	2,841	3,274
—	—	—	—	—	45
—	—	—	—	—	9,065
78,691	79,899	3,439	2,174	503,098	676,279
—	—	—	—	—	—
$ 78,691	$ 79,899	$ 3,439	$ 2,174	$ 503,098	$ 676,279
$ 320	$ 232	$ —	$ —	$ 5,821	$ 9,762
—	107	—	—	11,699	11,710
9	243	—	—	328	10,630
—	17	—	—	8,665	8,824
—	—	—	—	—	700
—	—	—	—	—	810
329	599	—	—	26,513	42,436
—	—	—	—	—	—
—	—	—	—	—	9,126
78,362	79,300	3,230	—	306,708	446,879
—	—	209	2,174	169,877	177,838
78,362	79,300	3,439	2,174	476,585	633,843
$ 78,691	$ 79,899	$ 3,439	$ 2,174	$ 503,098	$ 676,279

LOS ANGELES UNIFIED SCHOOL DISTRICT
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Year Ended June 30, 2019
(in thousands)

	Special Revenue			
	Adult Education	**Child Development**	**Cafeteria**	**Total**
Revenues:				
Federal revenues	$ 16,666	$ 5,432	$ 364,175	$ 386,273
Other state revenues	108,156	137,247	24,401	269,804
Other local revenues	4,355	2,840	10,925	18,120
Total Revenues	129,177	145,519	399,501	674,197
Expenditures:				
Current:				
Certificated salaries	60,959	43,532	—	104,491
Classified salaries	17,077	52,063	102,325	171,465
Employee benefits	41,437	58,411	93,620	193,468
Books and supplies	6,290	2,850	155,207	164,347
Services and other operating expenditures	6,225	2,885	3,500	12,610
Capital outlay	1,225	—	—	1,225
Debt service – principal	—	79	—	79
Debt service – bond, COPs, and capital leases interest	—	—	—	—
Other outgo	48	—	—	48
Transfers of indirect costs – interfund	5,115	7,941	17,017	30,073
Total Expenditures	138,376	167,761	371,669	677,806
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,199)	(22,242)	27,832	(3,609)
Other Financing Sources (Uses):				
Transfers in	440	22,320	1,173	23,933
Transfers out	—	(150)	—	(150)
Land and building sale	—	—	—	—
Total Other Financing Sources (Uses)	440	22,170	1,173	23,783
Net Changes in Fund Balances	(8,759)	(72)	29,005	20,174
Fund Balances, July 1, 2018	24,423	315	78,366	103,104
Fund Balances, June 30, 2019	$ 15,664	$ 243	$ 107,371	$ 123,278

See accompanying independent auditor’s report.

Debt Service		
Tax Override	Capital Services	Total
$ —	$ 577	$ 577
—	—	—
8	787	795
8	1,364	1,372
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	15,430	15,430
—	9,079	9,079
—	—	—
—	—	—
—	24,509	24,509
8	(23,145)	(23,137)
—	16,086	16,086
—	—	—
—	—	—
—	16,086	16,086
8	(7,059)	(7,051)
401	40,630	41,031
$ 409	$ 33,571	$ 33,980

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Year Ended June 30, 2019
(in thousands)

	Capital			
	Building	**Capital Facilities Account**	**State School Building Lease – Purchase**	**County School Facilities Bonds**
Revenues:				
Federal revenues	$ —	$ —	$ —	$ —
Other state revenues	—	—	—	4,142
Other local revenues	849	87,503	247	3,885
Total Revenues	849	87,503	247	8,027
Expenditures:				
Current:				
Certificated salaries	—	—	—	—
Classified salaries	—	532	—	77
Employee benefits	—	273	—	56
Books and supplies	—	3	—	—
Services and other operating expenditures	—	832	—	271
Capital outlay	—	131,002	—	30,420
Debt service – principal	—	—	—	—
Debt service – bond, COPs, and capital leases interest	—	—	—	—
Other outgo	—	—	—	—
Transfers of indirect costs – interfund	—	—	—	—
Total Expenditures	—	132,642	—	30,824
Excess (Deficiency) of Revenues Over (Under) Expenditures	849	(45,139)	247	(22,797)
Other Financing Sources (Uses):				
Transfers in	—	—	—	3,131
Transfers out	—	(34,805)	—	(82,761)
Land and building sale	—	—	—	—
Total Other Financing Sources (Uses)	—	(34,805)	—	(79,630)
Net Changes in Fund Balances	849	(79,944)	247	(102,427)
Fund Balances, July 1, 2018	9,474	237,115	5,696	242,300
Fund Balances, June 30, 2019	$ 10,323	$ 157,171	$ 5,943	$ 139,873

See accompanying independent auditor’s report.

Projects					
Special Reserve – Community Redevelopment Agency	Special Reserve	Special Reserve – FEMA – Earthquake	Special Reserve – FEMA – Hazard Mitigation	Total	Total Nonmajor Governmental Funds
$ —	$ 2,475	$ —	$ —	$ 2,475	$ 389,325
—	1,375	—	—	5,517	275,321
38,348	12,265	71	45	143,213	162,128
38,348	16,115	71	45	151,205	826,774
—	—	—	—	—	104,491
205	1,811	4	—	2,629	174,094
88	852	2	—	1,271	194,739
—	320	—	—	323	164,670
374	2,798	9	—	4,284	16,894
—	5,276	25	—	166,723	167,948
—	—	—	—	—	15,509
—	—	—	—	—	9,079
—	—	—	—	—	48
—	—	—	—	—	30,073
667	11,057	40	—	175,230	877,545
37,681	5,058	31	45	(24,025)	(50,771)
—	118	—	—	3,249	43,268
(20,000)	(4,734)	—	—	(142,300)	(142,450)
—	998	—	—	998	998
(20,000)	(3,618)	—	—	(138,053)	(98,184)
17,681	1,440	31	45	(162,078)	(148,955)
60,681	77,860	3,408	2,129	638,663	782,798
$ 78,362	$ 79,300	$ 3,439	$ 2,174	$ 476,585	$ 633,843

LOS ANGELES UNIFIED SCHOOL DISTRICT
Special Revenue Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
Year Ended June 30, 2019
(in thousands)

	Adult Education			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ 13,113	$ 16,811	$ 16,666	$ (145)
Other state revenues	103,048	108,478	108,156	(322)
Other local revenues	4,123	4,190	4,355	165
Total Revenues	120,284	129,479	129,177	(302)
Expenditures:				
Current:				
Certificated salaries	56,089	63,110	60,959	2,151
Classified salaries	16,203	17,648	17,077	571
Employee benefits	37,337	44,334	41,437	2,897
Books and supplies	27,553	16,388	6,290	10,098
Services and other operating expenditures	3,662	6,227	6,225	2
Capital outlay	—	1,352	1,225	127
Debt Service – principal	—	—	—	—
Other outgo	—	48	48	—
Transfers of indirect costs – interfund	5,669	5,259	5,115	144
Total Expenditures	146,513	154,366	138,376	15,990
Excess (Deficiency) of Revenues Over (Under) Expenditures	(26,229)	(24,887)	(9,199)	15,688
Other Financing Sources (Uses):				
Transfers in	—	480	440	(40)
Transfers out	—	—	—	—
Total Other Financing Sources (Uses)	—	480	440	(40)
Net Changes in Fund Balances	(26,229)	(24,407)	(8,759)	15,648
Fund Balances, July 1, 2018	26,256	24,423	24,423	—
Fund Balances, June 30, 2019	$ 27	$ 16	$ 15,664	$ 15,648

See accompanying independent auditor’s report.

Child Development				Cafeteria			
Budget			Variance with Final Budget – Favorable	Budget			Variance with Final Budget – Favorable
Original	**Final**	**Actual**	**(Unfavorable)**	**Original**	**Final**	**Actual**	**(Unfavorable)**
$ 4,860	$ 4,641	$ 5,432	$ 791	$ 384,764	$ 365,085	$ 364,175	$ (910)
122,633	133,831	137,247	3,416	25,595	24,458	24,401	(57)
2,046	2,718	2,840	122	9,491	10,708	10,925	217
129,539	141,190	145,519	4,329	419,850	400,251	399,501	(750)
40,593	43,542	43,532	10	—	—	—	—
50,090	52,754	52,063	691	93,963	104,712	102,325	2,387
57,110	58,461	58,411	50	90,048	96,086	93,620	2,466
4,780	5,258	2,850	2,408	189,713	164,689	155,207	9,482
3,053	3,038	2,885	153	3,932	3,952	3,500	452
—	—	—	—	92	99	—	99
238	79	79	—	—	—	—	—
—	—	—	—	—	—	—	—
7,793	7,952	7,941	11	18,294	17,895	17,017	878
163,657	171,084	167,761	3,323	396,042	387,433	371,669	15,764
(34,118)	(29,894)	(22,242)	7,652	23,808	12,818	27,832	15,014
33,804	29,887	22,320	(7,567)	1,188	1,196	1,173	(23)
—	(150)	(150)	—	—	—	—	—
33,804	29,737	22,170	(7,567)	1,188	1,196	1,173	(23)
(314)	(157)	(72)	85	24,996	14,014	29,005	14,991
315	315	315	—	69,058	78,366	78,366	—
$ 1	$ 158	$ 243	$ 85	$ 94,054	$ 92,380	$ 107,371	$ 14,991

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Special Revenue Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Continued)
Year Ended June 30, 2019
(in thousands)

	Total			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ 402,737	$ 386,537	$ 386,273	$ (264)
Other state revenues	251,276	266,767	269,804	3,037
Other local revenues	15,660	17,616	18,120	504
Total Revenues	669,673	670,920	674,197	3,277
Expenditures:				
Current:				
Certificated salaries	96,682	106,652	104,491	2,161
Classified salaries	160,256	175,114	171,465	3,649
Employee benefits	184,495	198,881	193,468	5,413
Books and supplies	222,046	186,335	164,347	21,988
Services and other operating expenditures	10,647	13,217	12,610	607
Capital outlay	92	1,451	1,225	226
Debt Service – principal	238	79	79	—
Other outgo	—	48	48	—
Transfers of indirect costs – interfund	31,756	31,106	30,073	1,033
Total Expenditures	706,212	712,883	677,806	35,077
Excess (Deficiency) of Revenues Over (Under) Expenditures	(36,539)	(41,963)	(3,609)	38,354
Other Financing Sources (Uses):				
Transfers in	34,992	31,563	23,933	(7,630)
Transfers out	—	(150)	(150)	—
Total Other Financing Sources (Uses)	34,992	31,413	23,783	(7,630)
Net Changes in Fund Balances	(1,547)	(10,550)	20,174	30,724
Fund Balances, July 1, 2018	95,629	103,104	103,104	—
Fund Balances, June 30, 2019	$ 94,082	$ 92,554	$ 123,278	$ 30,724

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Debt Service Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
Year Ended June 30, 2019
(in thousands)

	Tax Override			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ —	$ —	$ —	$ —
Other local revenues	—	—	8	8
Total Revenues	—	—	8	8
Expenditures:				
Debt service – principal	—	—	—	—
Debt service – bond, COPs, and capital leases interest	398	401	—	401
Total Expenditures	398	401	—	401
Excess (Deficiency) of Revenues Over (Under) Expenditures	(398)	(401)	8	409
Other Financing Sources (Uses):				
Transfers in	—	—	—	—
Total Other Financing Sources	—	—	—	—
Net Changes in Fund Balances	(398)	(401)	8	409
Fund Balances, July 1, 2018	398	401	401	—
Fund Balances, June 30, 2019	$ —	$ —	$ 409	$ 409

See accompanying independent auditor's report.

Capital Services				Total			
Budget			Variance with Final Budget – Favorable	Budget			Variance with Final Budget – Favorable
Original	Final	Actual	(Unfavorable)	Original	Final	Actual	(Unfavorable)
$ 574	$ 577	$ 577	$ —	$ 574	$ 577	$ 577	$ —
660	760	787	27	660	760	795	35
1,234	1,337	1,364	27	1,234	1,337	1,372	35
15,430	15,430	15,430	—	15,430	15,430	15,430	—
9,706	10,444	9,079	1,365	10,104	10,845	9,079	1,766
25,136	25,874	24,509	1,365	25,534	26,275	24,509	1,766
(23,902)	(24,537)	(23,145)	1,392	(24,300)	(24,938)	(23,137)	1,801
25,063	17,079	16,086	(993)	25,063	17,079	16,086	(993)
25,063	17,079	16,086	(993)	25,063	17,079	16,086	(993)
1,161	(7,458)	(7,059)	399	763	(7,859)	(7,051)	808
40,765	40,630	40,630	—	41,163	41,031	41,031	—
$ 41,926	$ 33,172	$ 33,571	$ 399	$ 41,926	$ 33,172	$ 33,980	$ 808

LOS ANGELES UNIFIED SCHOOL DISTRICT
Capital Projects Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
Year Ended June 30, 2019
(in thousands)

	Building			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ —	$ —	$ —	$ —
Other state revenues	—	—	—	—
Other local revenues	776	776	849	73
Total Revenues	776	776	849	73
Expenditures:				
Current:				
Classified salaries	—	—	—	—
Employee benefits	—	—	—	—
Books and supplies	—	—	—	—
Services and other operating expenditures	—	—	—	—
Capital outlay	776	50	—	50
Total Expenditures	776	50	—	50
Excess (Deficiency) of Revenues Over (Under) Expenditures	—	726	849	123
Other Financing Sources (Uses):				
Transfers in	—	—	—	—
Transfers out	—	—	—	—
Land and building sale	—	—	—	—
Total Other Financing Sources (Uses)	—	—	—	—
Net Changes in Fund Balances	—	726	849	123
Fund Balances, July 1, 2018	9,845	9,474	9,474	—
Fund Balances, June 30, 2019	$ 9,845	$ 10,200	$ 10,323	$ 123

See accompanying independent auditor’s report.

Capital Facilities Account				State School Building Lease – Purchase			
Budget			Variance with Final Budget – Favorable	Budget			Variance with Final Budget – Favorable
Original	Final	Actual	(Unfavorable)	Original	Final	Actual	(Unfavorable)
$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
—	—	—	—	—	—	—	—
83,800	83,800	87,503	3,703	—	—	247	247
83,800	83,800	87,503	3,703	—	—	247	247
516	3,169	532	2,637	—	—	—	—
240	1,354	273	1,081	—	—	—	—
34	1,974	3	1,971	—	—	—	—
3,263	143,940	832	143,108	—	—	—	—
64,948	131,003	131,002	1	5,474	5,696	—	5,696
69,001	281,440	132,642	148,798	5,474	5,696	—	5,696
14,799	(197,640)	(45,139)	152,501	(5,474)	(5,696)	247	5,943
—	—	—	—	—	—	—	—
—	(34,805)	(34,805)	—	—	—	—	—
—	—	—	—	—	—	—	—
—	(34,805)	(34,805)	—	—	—	—	—
14,799	(232,445)	(79,944)	152,501	(5,474)	(5,696)	247	5,943
251,906	237,115	237,115	—	5,474	5,696	5,696	—
$ 266,705	$ 4,670	$ 157,171	$ 152,501	$ —	$ —	$ 5,943	$ 5,943

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Capital Projects Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Continued)
Year Ended June 30, 2019
(in thousands)

	County School Facilities Bonds			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ —	$ —	$ —	$ —
Other state revenues	16,691	16,691	4,142	(12,549)
Other local revenues	3,974	3,974	3,885	(89)
Total Revenues	20,665	20,665	8,027	(12,638)
Expenditures:				
Current:				
Classified salaries	—	1,671	77	1,594
Employee benefits	—	842	56	786
Books and supplies	25	9,872	—	9,872
Services and other operating expenditures	2,848	18,740	271	18,469
Capital outlay	45,616	30,420	30,420	—
Total Expenditures	48,489	61,545	30,824	30,721
Excess (Deficiency) of Revenues Over (Under) Expenditures	(27,824)	(40,880)	(22,797)	18,083
Other Financing Sources (Uses):				
Transfers in	—	3,130	3,131	1
Transfers out	—	(82,761)	(82,761)	—
Land and building sale	—	—	—	—
Total Other Financing Sources (Uses)	—	(79,631)	(79,630)	1
Net Changes in Fund Balances	(27,824)	(120,511)	(102,427)	18,084
Fund Balances, July 1, 2018	222,613	242,300	242,300	—
Fund Balances, June 30, 2019	$ 194,789	$ 121,789	$ 139,873	$ 18,084

See accompanying independent auditors’ report.

	Special Reserve – Community Redevelopment Agency				Special Reserve			
	Budget			Variance with Final Budget – Favorable	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)	Original	Final	Actual	(Unfavorable)
1	$ —	$ —	$ —	$ —	$ 3,322	$ 3,322	$ 2,475	$ (847)
2	—	—	—	—	2,851	3,263	1,375	(1,888)
3	31,000	31,000	38,348	7,348	17,459	18,052	12,265	(5,787)
4	31,000	31,000	38,348	7,348	23,632	24,637	16,115	(8,522)
5	234	266	205	61	2,430	3,640	1,811	1,829
6	105	117	88	29	793	1,622	852	770
7	242	217	—	217	794	547	320	227
8	427	427	374	53	61	9,194	2,798	6,396
9	156	94	—	94	19,780	46,061	5,276	40,785
10	1,164	1,121	667	454	23,858	61,064	11,057	50,007
11	29,836	29,879	37,681	7,802	(226)	(36,427)	5,058	41,485
12	—	—	—	—	—	118	118	—
13	(20,000)	(20,000)	(20,000)	—	(10)	(4,736)	(4,734)	2
14	—	—	—	—	—	31,557	998	(30,559)
15	(20,000)	(20,000)	(20,000)	—	(10)	26,939	(3,618)	(30,557)
16	9,836	9,879	17,681	7,802	(236)	(9,488)	1,440	10,928
17	60,724	60,681	60,681	—	68,608	77,860	77,860	—
18	$ 70,560	$ 70,560	$ 78,362	$ 7,802	$ 68,372	$ 68,372	$ 79,300	$ 10,928

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Capital Projects Funds
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Continued)
Year Ended June 30, 2019
(in thousands)

	Special Reserve – FEMA – Earthquake			
	Budget			Variance with Final Budget – Favorable
	Original	Final	Actual	(Unfavorable)
Revenues:				
Federal revenues	$ —	$ —	$ —	$ —
Other state revenues	—	—	—	—
Other local revenues	—	—	71	71
Total Revenues	—	—	71	71
Expenditures:				
Current:				
Classified salaries	—	7	4	3
Employee benefits	—	3	2	1
Books and supplies	—	—	—	—
Services and other operating expenditures	—	15	9	6
Capital outlay	1,666	1,654	25	1,629
Total Expenditures	1,666	1,679	40	1,639
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,666)	(1,679)	31	1,710
Other Financing Sources (Uses):				
Transfers in	—	—	—	—
Transfers out	—	—	—	—
Land and building sale	—	—	—	—
Total Other Financing Sources (Uses)	—	—	—	—
Net Changes in Fund Balances	(1,666)	(1,679)	31	1,710
Fund Balances, July 1, 2018	3,391	3,408	3,408	—
Fund Balances, June 30, 2019	$ 1,725	$ 1,729	$ 3,439	$ 1,710

See accompanying independent auditors' report.

Special Reserve – FEMA – Hazard Mitigation				Total			
Budget			Variance with Final Budget – Favorable	Budget			Variance with Final Budget – Favorable
Original	Final	Actual	(Unfavorable)	Original	Final	Actual	(Unfavorable)
$ —	$ —	$ —	$ —	$ 3,322	$ 3,322	$ 2,475	$ (847)
—	—	—	—	19,542	19,954	5,517	(14,437)
—	—	45	45	137,009	137,602	143,213	5,611
—	—	45	45	159,873	160,878	151,205	(9,673)
—	—	—	—	3,180	8,753	2,629	6,124
—	—	—	—	1,138	3,938	1,271	2,667
—	—	—	—	1,095	12,610	323	12,287
—	—	—	—	6,599	172,316	4,284	168,032
—	—	—	—	138,416	214,978	166,723	48,255
—	—	—	—	150,428	412,595	175,230	237,365
—	—	45	45	9,445	(251,717)	(24,025)	227,692
—	—	—	—	—	3,248	3,249	1
—	—	—	—	(20,010)	(142,302)	(142,300)	2
—	—	—	—	—	31,557	998	(30,559)
—	—	—	—	(20,010)	(107,497)	(138,053)	(30,556)
—	—	45	45	(10,565)	(359,214)	(162,078)	197,136
2,127	2,129	2,129	—	624,688	638,663	638,663	—
$ 2,127	$ 2,129	$ 2,174	$ 45	$ 614,123	$ 279,449	$ 476,585	$ 197,136

LOS ANGELES UNIFIED SCHOOL DISTRICT

Internal Service Funds

The Health and Welfare Benefits Fund was established pursuant to Education Code 39602 to pay for claims, administrative costs, insurance premiums, and related expenditures for the District's Health and Welfare Benefits program. Medical and dental claims for the self-insured portion of the Fund are administered by outside claims administrators. Premium payments to health maintenance organizations for medical benefits and to outside carriers for vision services, dental services, and optional life insurance are also paid out of this Fund.

The Workers' Compensation Self-Insurance Fund was established pursuant to Education Code 39602 to pay for claims, excess insurance coverage, administrative costs, and related expenditures. Workers' compensation claims are administered for the District by an outside claims administrator.

The Liability Self-Insurance Fund was established pursuant to Education Code 39602 to pay claims, excess insurance coverage, administrative costs and related expenditures, and to provide funds for insurance deductible amounts. Liability claims are administered for the District by an outside claims administrator.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Internal Service Funds
Combining Statement of Net Position
June 30, 2019
(in thousands)

	Health and Welfare Benefits	Workers' Compensation Self-Insurance	Liability Self-Insurance	Total
Assets:				
Cash in county treasury, in banks, and on hand	$ 334,798	$ 547,082	$ 142,218	$ 1,024,098
Accounts receivable – net	29,277	—	—	29,277
Accrued interest and dividends receivable	2,243	2,948	493	5,684
Prepaids	50,757	—	—	50,757
Other assets	5,045	—	—	5,045
Total Assets	422,120	550,030	142,711	1,114,861
Deferred Outflows of Resources	1,733	2,389	1,235	5,357
Liabilities:				
Current:				
Vouchers and accounts payable	1,841	1,897	1,628	5,366
Accrued payroll	245	392	266	903
Other payables	33,921	—	40	33,961
Estimated liability for self-insurance claims	22,009	96,886	80,271	199,166
Total Current Liabilities	58,016	99,175	82,205	239,396
Noncurrent:				
Estimated liability for self-insurance claims	—	345,767	58,069	403,836
Net other postemployment benefits liability	6,337	8,936	4,252	19,525
Net pension liability	4,412	6,189	3,179	13,780
Total Noncurrent Liabilities	10,749	360,892	65,500	437,141
Total Liabilities	68,765	460,067	147,705	676,537
Deferred Inflows of Resources	1,636	2,206	1,110	4,952
Total Net Position – Unrestricted	$ 353,452	$ 90,146	$ (4,869)	$ 438,729

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Internal Service Funds
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Year Ended June 30, 2019
(in thousands)

	Health and Welfare Benefits	Workers' Compensation Self-Insurance	Liability Self-Insurance	Total
Operating Revenues:				
In-District premiums	$ 1,095,559	$ 136,194	$ 52,298	$ 1,284,051
Others	8,441	—	—	8,441
Total Operating Revenues	1,104,000	136,194	52,298	1,292,492
Operating Expenses:				
Certificated salaries	—	—	238	238
Classified salaries	2,409	3,353	1,764	7,526
Employee benefits *	(310)	101	(35)	(244)
Supplies	225	10	11	246
Premiums and claims expenses	1,060,790	85,111	50,798	1,196,699
Claims administration	3,237	14,403	375	18,015
Other contracted services	1,082	428	392	1,902
Total Operating Expenses	1,067,433	103,406	53,543	1,224,382
Operating Income (Loss)	36,567	32,788	(1,245)	68,110
Nonoperating Revenues (Expenses):				
Investment income	7,886	11,027	2,343	21,256
Miscellaneous expense	—	(47)	—	(47)
Total Nonoperating Revenues	7,886	10,980	2,343	21,209
Changes in Net Position	44,453	43,768	1,098	89,319
Total Net Position, July 1, 2018	308,999	46,378	(5,967)	349,410
Total Net Position, June 30, 2019	$ 353,452	$ 90,146	$ (4,869)	$ 438,729

* The District's implementation of a more cost-effective health care plan decreased the net OPEB liability that has an outright impact of reducing the current OPEB expense by $5.7 million.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Internal Service Funds
Combining Statement of Cash Flows
Year Ended June 30, 2019
(in thousands)

	Health and Welfare Benefits	Workers' Compensation Self-Insurance	Liability Self-Insurance	Total
Cash Flows from Operating Activities:				
Cash payments to employees for services	$ (3,734)	$ (5,051)	$ (2,907)	$ (11,692)
Cash payments for goods and services	(1,082,695)	(112,808)	(51,259)	(1,246,762)
Receipts from assessment to other funds	1,095,559	136,194	52,298	1,284,051
Other operating revenue	8,441	—	—	8,441
Net Cash Provided (Used) by Operating Activities	17,571	18,335	(1,868)	34,038
Cash Flows from Investing Activities:				
Earnings on investments	7,862	10,926	2,425	21,213
Net Cash Provided by Investing Activities	7,862	10,926	2,425	21,213
Net Increase (Decrease) in Cash and Cash Equivalents	25,433	29,261	557	55,251
Cash and Cash Equivalents, July 1	309,365	517,821	141,661	968,847
Cash and Cash Equivalents, June 30	$ 334,798	$ 547,082	$ 142,218	$ 1,024,098
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	$ 36,567	$ 32,788	$ (1,245)	$ 68,110
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Net increase (decrease) in pension and other postemployment benefits expense from actuarial valuation	(1,644)	(1,662)	(986)	(4,292)
Change in Assets: Decrease (Increase)				
Accounts receivable	(4,835)	—	—	(4,835)
Prepaids	(1,726)	—	389	(1,337)
Other assets	1,071	—	—	1,071
Change in Liabilities: Increase (Decrease)				
Vouchers and accounts payable	(1,438)	(105)	1,545	2
Accrued payroll	10	66	45	121
Other payables	(6,645)	—	(11)	(6,656)
Estimated liability for self-insurance claims – current	(3,789)	4,979	(10,233)	(9,043)
Estimated liability for self-insurance claims – noncurrent	—	(17,731)	8,628	(9,103)
Total Adjustments	(18,996)	(14,453)	(623)	(34,072)
Net Cash Provided (Used) by Operating Activities	$ 17,571	$ 18,335	$ (1,868)	$ 34,038

See accompanying independent auditor's report.

Agency Funds

The Attendance Incentive Reserve Fund was established on November 21, 1994 to account for 50% of the salary savings from substitute teachers' accounts resulting from reduced costs of absenteeism of UTLA represented employees. The intent was to reward regular attendance of teachers in order to improve the instructional program. The accumulated savings in the account plus interest earnings is disbursed in a lump-sum distribution as participants retire or terminate employment with the District. In June 2017, all remaining amounts in the fund were distributed to members in accordance with a side letter agreement with UTLA. There has been no fiscal activity in the fund in fiscal year 2018-19.

The Student Body Fund was established to account for cash held by the District on behalf of the student bodies at various school sites.

The Payroll Agency Fund was established to account for cash held by the District consisting of state and federal income taxes, social security taxes, retirement deductions and other amounts withheld from the payroll checks of employees, from which a legal or contractual obligation exists to remit monies to a third party.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Fiduciary Funds – Agency Funds
Combining Statement of Changes in Assets and Liabilities
Year Ended June 30, 2019
(in thousands)

	Balance June 30, 2018	Additions	Deductions	Balance June 30, 2019
Payroll Agency Fund				
Assets				
Cash in county treasury, in banks, and on hand	$ 102,272	$ 7,651,022	$ 7,629,699	$ 123,595
Total Assets	$ 102,272	$ 7,651,022	$ 7,629,699	$ 123,595
Liabilities				
Other payables	$ 102,272	$ 7,651,022	$ 7,629,699	$ 123,595
Total Liabilities	$ 102,272	$ 7,651,022	$ 7,629,699	$ 123,595
Student Body Fund				
Assets				
Cash in county treasury, in banks, and on hand	$ 27,954	$ 51,560	$ 50,379	$ 29,135
Total Assets	$ 27,954	$ 51,560	$ 50,379	$ 29,135
Liabilities				
Other payables	$ 27,954	$ 51,560	$ 50,379	$ 29,135
Total Liabilities	$ 27,954	$ 51,560	$ 50,379	$ 29,135
Total Agency Funds				
Assets				
Cash in county treasury, in banks, and on hand	$ 130,226	$ 7,702,582	$ 7,680,078	$ 152,730
Total Assets	$ 130,226	$ 7,702,582	$ 7,680,078	$ 152,730
Liabilities				
Other payables	$ 130,226	$ 7,702,582	$ 7,680,078	$ 152,730
Total Liabilities	$ 130,226	$ 7,702,582	$ 7,680,078	$ 152,730

See accompanying independent auditor's report.

SUPPLEMENTARY INFORMATION

LOS ANGELES UNIFIED SCHOOL DISTRICT
Assessed Value of Taxable Property
Last Ten Fiscal Years
(in thousands)
(Unaudited)

Fiscal Year	Secured*	Unsecured*	Total Assessed Value	Total District Tax Rates	Increase (Decrease) Over Preceding Year		Total A.D.A.**	Assessed Value per Unit of A.D.A.
					Amount	Rate		
2009-2010	$ 451,127,882	$ 23,849,409	$ 474,977,291	1.151809	$ 187,493	0.04 %	576,963 [a]	$ 823
2010-2011	442,092,473	21,753,078	463,845,551	1.186954	(11,131,740)	(2.34)	565,450 [a]	820
2011-2012	447,830,204	21,265,021	469,095,225	1.168187	5,249,674	1.13	547,592 [a]	857
2012-2013	458,767,053	21,308,439	480,075,492	1.175606	10,980,267	2.34	534,345 [a]	898
2013-2014	482,043,584	21,634,336	503,677,920	1.146439	23,602,428	4.92	527,995 [bc]	954 [c]
2014-2015	510,371,502	22,562,705	532,934,207	1.146881	29,256,287	5.81	516,229 [c]	1,032 [c]
2015-2016	546,807,059	23,362,405	570,169,464	1.129709	37,235,257	6.99	503,367 [c]	1,133
2016-2017	581,473,213	24,495,794	605,969,007	1.131096	35,799,543	6.28	491,856 [c]	1,232 [c]
2017-2018	619,162,082	25,342,665	644,504,747	1.122192	38,535,740	6.36	478,456 [c]	1,347 [c]
2018-2019	665,355,078	27,377,547	692,732,625	1.123226	48,227,878	7.48	454,165	1,525

* Source: Los Angeles County Auditor-Controller "Taxpayers' Guide." Taxes which constitute a lien on real property are referred to as "secured". Almost all real property taxes are secured. Most personal property taxes are "unsecured." Some taxes on personal property may also be secured to the real property of the assessee, upon request and subject to certain conditions.

** Source: A.D.A. – Average Daily Attendance, Annual Report

[a] Adult and Summer School programs were not collected due to changes made by Education Code Section 42605. Districts were not required to operate the program or follow program requirements. Revenue for these years were based on the same relative proportion that the District received for these programs in fiscal year 2007-08.

[b] Starting 2013-14, Local Control Funding Formula (LCFF) replaced the previous K-12 finance system with a new funding formula which is composed of uniform base grants by grade span (K-3, 4-6, 7-8, 9-12).

[c] Adjustments were due to additional attendance data for non-public students, corrected attendance reports for District students, and/or audit findings.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Largest Local Secured Taxpayers
Current Year and Nine Years Ago
(in thousands)

	2019			2010		
Rank	**Property Owner**	**Assessed Valuation**	**% of Total (1)**	**Property Owner**	**Assessed Valuation**	**% of Total (2)**
1	Douglas Emmett LLC	$ 2,845,817	0.43%	Douglas Emmett Realty Funds	$ 2,373,947	0.53%
2	Universal Studios LLC	2,727,878	0.41	Universal Studios LLC	1,381,886	0.31
3	Essex Portfolio LP	1,565,352	0.23	Anheuser Busch Inc.	964,997	0.21
4	FSP South Flower Street Associates LLC	928,173	0.14	Deutsche Bank National Trust	735,197	0.16
5	Rochelle H. Sterling	812,754	0.12	One Hundred Towers LLC	579,015	0.13
6	Anheuser Busch Inc.	741,604	0.11	U.S. Bank National Association Trust	565,592	0.13
7	One Hundred Towers LLC	652,593	0.10	Donald T. Sterling	556,538	0.12
8	Century City Mall LLC	652,069	0.10	Duesenberg Investment Company	489,916	0.11
9	Trizec 333 LA LLC	640,992	0.10	Century City Mall LLC	457,234	0.10
10	Maguire Partners 355 S. Grand LLC	599,460	0.09	Taubman-Beverly Center	457,142	0.10
11	BRE HH Property Owner LLC	594,660	0.09	Topanga Plaza LP	445,320	0.10
12	Tishman Speyer Archstone Smith	575,649	0.09	Paramount Pictures Corp.	439,520	0.10
13	Olympic and Georgia Partners LLC	561,051	0.08	Trizec 333 LA LLC	410,000	0.09
14	Palmer Flower Street Properties	538,236	0.08	Next Century Associates LLC	384,442	0.09
15	LA Live Properties LLC	538,067	0.08	Rreef America REIT II Corp.	378,851	0.08
16	Greenland LA Metropolis	536,750	0.08	Twentieth Century Fox Film Corp.	376,928	0.08
17	Paramount Pictures Corp.	535,011	0.08	Watson Land Company	359,081	0.08
18	Maguire Properties 555 W. Fifth	525,638	0.08	2121 Avenue of the Stars LLC	359,000	0.08
19	CJDB LLC, Lessor	516,560	0.08	Maguire Properties Two Cal Plaza	356,000	0.08
20	2 Cal Land LA Owner LLC, Lessor	513,582	0.08	Trizec 601 Figueroa LLC	355,000	0.08
		$ 17,601,896	2.65%		$ 12,425,606	2.76%

(1) 2018-19 Local Secured Assessed Valuation: $665,221,511

(2) 2009-10 Local Secured Assessed Valuation: $451,053,085

Source: California Municipal Statistics, Inc.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Property Tax Levies and Collections
Last Ten Fiscal Years
(in thousands)
(Unaudited)

Fiscal Year	Total Tax Levy	ERAF Funds [1]	Current Tax Collections	Percent of Current Taxes Collected	Delinquent Tax Collections [2]	Total Tax Collections	Ratio of Total Tax Collections to Total Tax Levy
2009-2010	$ 1,597,579	$ 41,685	$ 1,505,933	91.87%	$ 112,277	$ 1,618,210	98.72%
2010-2011	1,711,575	29,419	1,602,345	92.04	102,970	1,705,315	97.95
2011-2012	1,663,061	(3,533)	1,520,001	91.59	97,842	1,617,843	97.49
2012-2013	1,731,129	114,465	1,798,032	97.42	132,847	1,930,879	104.62
2013-2014	1,652,164	26,846	1,684,486	100.33	29,409	1,713,895	102.08
2014-2015	1,779,935	35,339	1,798,657	99.08	38,226	1,836,883	101.19
2015-2016	1,799,477	171,532	1,959,111	99.40	31,529	1,990,640	101.00
2016-2017	1,904,567	232,966	2,107,292	98.59	25,977	2,133,269	99.80
2017-2018	1,985,501	255,167	2,184,304	97.48	49,404	2,233,708	99.69
2018-2019	2,134,918	234,519	2,347,069	99.06	61,128	2,408,197	101.64

[1] Educational Revenue Augmentation Funds (ERAF) are added to tax levies received by the District.

[2] Includes prior years' delinquencies. The Auditor-Controller has determined that they cannot provide delinquent tax information by levy year.

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Average Daily Attendance
Annual Report
Last Ten Fiscal Years
(unaudited)

	2009-2010	2010-2011	2011-2012	2012-2013
Elementary:				
Kindergarten	43,906	43,364	43,737	42,093
Grades 1-3	134,001	130,846	127,081	120,880
Grades 4-6	127,455	124,800	119,257	111,082
Grades 7-8	82,465	78,704	73,733	68,461
Special Education	19,204	19,250	18,522	17,966
County Special Education	1	1	1	1
Opportunity Schools	7	7	8	8
Home or Hospital	118	127	107	118
Community Day Schools	126	85	94	103
County Community Schools	21	11	15	8
Total Elementary	407,304	397,195	382,555	360,720
Secondary:				
Regular Classes	146,707	143,979	135,549	129,037
Special Education	10,960	11,252	10,709	10,513
County Special Education	1	—	1	—
Compulsory Continuation Education	3,339	3,507	3,602	3,623
Opportunity Schools	492	494	506	492
Home or Hospital	99	98	101	101
Community Day Schools	915	911	933	852
County Community Schools	240	148	137	175
Total Secondary	162,753	160,389	151,538	144,793
Block grant funded fiscally affiliated charters	6,906	7,866	13,499	28,832
Total Block Grant Funded Fiscally Affiliated Charters	6,906	7,866	13,499	28,832
Total Average Daily Attendance	576,963	565,450	547,592	534,345

See accompanying independent auditor's report and notes to supplementary information.

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Average Daily Attendance
Annual Report (Continued)
Last Ten Fiscal Years
(unaudited)

	2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019
District:											
Kindergarten-Grade 3	168,252.87	*	163,499.69	*	158,998.06	*	155,262.38	*	149,159.23	*	141,953.63
Grades 4-6	114,524.59	*	112,259.91	*	111,544.08	*	109,051.67	*	106,991.46	*	100,567.53
Grades 7-8	71,438.68	*	68,537.63	*	65,595.68	*	64,118.24	*	62,320.95	*	60,556.48
Grades 9-12	133,466.36	*	131,352.82	*	127,103.24	*	121,861.09	*	119,420.69	*	111,847.37
Total District	487,682.50		475,650.05		463,241.06		450,293.38		437,892.33		414,925.01
County:											
Kindergarten-Grade 3	0.00		0.00		0.00		0.00		0.00		0.00
Grades 4-6	1.23		1.38		1.23		0.00		0.00		0.00
Grades 7-8	7.85		5.12		3.18		2.71		2.42		3.70
Grades 9-12	670.05		628.23		489.84		417.13		354.29		339.53
Total County	679.13		634.73		494.25		419.84		356.71		343.23
Affiliated Charter Schools:											
Kindergarten-Grade 3	16,012.86		15,913.38		15,866.33		15,792.20		15,299.81		13,308.87
Grades 4-6	10,393.49		10,505.83		10,545.58		10,552.33		10,475.03		9,219.18
Grades 7-8	5,758.33		6,070.36		6,000.47		6,037.96		5,916.09		5,766.96
Grades 9-12	7,468.47		7,454.27		7,219.75		8,760.14		8,516.49		10,601.95
Total Affiliated Charter Schools	39,633.15		39,943.84		39,632.13		41,142.63		40,207.42		38,896.96
Total Average Daily Attendance	527,994.78		516,228.62		503,367.44		491,855.85		478,456.46		454,165.20

Note: Starting 2013-14, Local Control Funding Formula (LCFF) replaced the previous K-12 finance system with a new funding formula which is composed of uniform base grants by grade span (K-3, 4-6, 7-8, 9-12).

* Adjustments were due to additional attendance data for non-public students, corrected attendance reports for District students, and/or audit findings.

See accompanying independent auditor's report and notes to supplementary information.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Organization Structure
Year Ended June 30, 2019
(unaudited)

Geographical Location:	The Los Angeles Unified School District is a political subdivision of the State of California. It is located in the western section of Los Angeles County and includes most of the City of Los Angeles, all the Cities of Cudahy, Gardena, Huntington Park, Lomita, Maywood, San Fernando, Vernon, and West Hollywood, and portions of the Cities of Bell, Bell Gardens, Beverly Hills, Calabasas, Carson, Commerce, Culver City, Hawthorne, Inglewood, Long Beach, Lynwood, Montebello, Monterey Park, Rancho Palos Verdes, Santa Clarita, South Gate, and Torrance, in addition to considerable unincorporated territories devoted to homes and industry.
Geographical Area:	710 square miles
Administrative Offices:	333 South Beaudry Avenue, Los Angeles, CA 90017
Form of Government:	The District is governed by a seven-member Board of Education elected by voters within the district to serve alternating five-year terms. The term was extended in 2015 by Charter Amendment 2.

Name	Board District	Expiration of Term
Richard Vladovic, President	7	December 13, 2020
George McKenna	1	December 13, 2020
Mónica García	2	December 11, 2022
Scott Schmerelson	3	December 13, 2020
Nick Melvoin	4	December 11, 2022
Jackie Goldberg	5	December 13, 2020
Kelly Gonez	6	December 11, 2022

Name	Title
Austin Beutner	Superintendent of Schools
Megan Reilly	Deputy Superintendent, Business Services and Operations
David Baca	Chief of Schools, Local District Support
Hilda Maldonado	Associate Superintendent
Alison Y. Towery	Interim Chief Academic Officer
Veronica Arreguin	Chief Strategy Officer
Tony Aguilar	Chief Special Education, Equity and Access
Mark Hovatter	Chief Facilities Executive
Luis Buendia	Interim Chief Financial Officer
Soheil Katal	Interim Chief Information Officer
David Holmquist	General Counsel
Karla Gould	Personnel Director

Date of Establishment:	1854 as the Common Schools for the City of Los Angeles and became a unified school district in 1960.
Fiscal Year:	July 1 – June 30

Number of Schools:

(As of October)	2015-2016	2016-2017	2017-2018	2018-2019
Elementary Schools	451	449	448	445
Middle/Junior High Schools	83	82	82	81
Senior High Schools	97	95	94	94
Options Schools	54	54	54	54
Special Education Schools	15	14	14	14
Magnet Schools	43	47	49	54
Magnet Centers	156	168	177	203
Community Adult Schools	2	2	2	2
Regional Occupational Centers	6	6	6	6
Skills Centers	2	3	3	3
Early Education Centers	86	86	86	86
Infant Centers	4	4	4	4
Primary School Centers	18	19	19	19
Multi-level Schools	23	24	25	24
Total Schools and Centers	1,040	1,053	1,063	1,089
Independent Charter Schools	221	225	224	225

See accompanying independent auditor's report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Average Daily Attendance
Year Ended June 30, 2019

	Second Period Report	Annual Report	Audited Second Period Report	Audited Annual Report
District				
Kindergarten-Grade 3	140,497.61	141,953.63	140,491.07 *	141,947.84 *
Grades 4-6	100,050.76	100,567.53	100,050.76	100,567.53
Grades 7-8	60,214.47	60,556.48	60,214.47	60,556.48
Grades 9-12	111,671.58	111,847.37	111,671.58	111,847.37
Total District	412,434.42	414,925.01	412,427.88	414,919.22
County				
Kindergarten-Grade 3	0.00	0.00	0.00	0.00
Grades 4-6	0.00	0.00	0.00	0.00
Grades 7-8	2.84	3.70	2.84	3.70
Grades 9-12	342.90	339.53	342.90	339.53
Total County	345.74	343.23	345.74	343.23
Affiliated Charter Schools				
Kindergarten-Grade 3	13,241.09	13,308.87	13,241.09	13,308.87
Grades 4-6	9,180.84	9,219.18	9,180.84	9,219.18
Grades 7-8	5,747.57	5,766.96	5,747.57	5,766.96
Grades 9-12	10,601.25	10,601.95	10,601.25	10,601.95
Total Affiliated Charter Schools	38,770.75	38,896.96	38,770.75	38,896.96
Total Average Daily Attendance	451,550.91	454,165.20	451,544.37	454,159.41

* Adjustments based on audit finding S-2019-003.

See accompanying independent auditor's report and notes to supplementary information.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Average Daily Attendance – Affiliated Charter Schools
Year Ended June 30, 2019

	Name of Affiliated Charter School	CDS Code	TK/K to Grade 3 ADA			
			Total		Classroom-based	
			Second Period Report	Annual Report	Second Period Report	Annual Report
1	Alexander (Dr. Theodore, Jr.) Science Center	19 64733 0102491	427.31	427.73	427.31	427.73
2	Beckford Charter for Enriched Studies	19 64733 6015986	375.60	376.95	375.60	376.95
3	Calabash Charter Academy	19 64733 6016240	280.66	282.79	280.66	282.79
4	Calvert Charter for Enriched Studies	19 64733 6016265	228.67	229.36	228.67	229.36
5	Canyon Charter School	19 64733 6016323	248.80	250.84	248.80	250.84
6	Carpenter Community Charter School	19 64733 6016356	636.35	641.05	636.35	641.05
7	Castlebay Lane School	19 64733 6071435	451.99	455.00	451.99	455.00
8	Chatsworth Charter High School	19 64733 1931708	0.00	0.00	0.00	0.00
9	Cleveland (Grover) Charter High School	19 64733 1931864	0.00	0.00	0.00	0.00
10	Colfax Charter Elementary School	19 64733 6016562	414.50	416.98	414.50	416.98
11	Community Magnet Charter Elementary School	19 64733 6094726	253.01	254.34	253.01	254.34
12	Dearborn Elementary Charter Academy	19 64733 6016729	352.45	354.20	352.45	354.20
13	Dixie Canyon Community Charter School	19 64733 6016778	501.45	504.53	501.45	504.53
14	El Oro Way Charter For Enriched Studies	19 64733 6016869	294.74	297.33	294.74	297.33
15	Emerson Community Charter School	19 64733 6057988	0.00	0.00	0.00	0.00
16	Enadia Way Technology Charter	19 64733 0117036	166.18	166.19	166.18	166.19
17	Encino Charter Elementary School	19 64733 6016935	371.38	373.53	371.38	373.53
18	Hale (George Ellery) Charter Academy	19 64733 6061477	0.00	0.00	0.00	0.00
19	Hamlin Charter Academy	19 64733 6017438	222.28	222.91	222.28	222.91
20	Haynes Charter For Enriched Studies	19 64733 6017529	261.21	262.32	261.21	262.32
21	Hesby Oaks Leadership Charter	19 64733 0112060	201.85	203.30	201.85	203.30
22	Justice Street Academy Charter School	19 64733 6017693	243.16	244.27	243.16	244.27
23	Kenter Canyon Charter	19 64733 6017701	350.10	352.05	350.10	352.05
24	Knollwood Preparatory Academy	19 64733 6017743	268.26	269.04	268.26	269.04
25	Lockhurst Drive Charter Elementary	19 64733 6017891	321.76	322.23	321.76	322.23
26	Marquez Charter School	19 64733 6018063	316.11	318.25	316.11	318.25
27	Millikan (Robert A.) Middle School, Performing Arts Magnet & Science Academy Stem School	19 64733 6058150	0.00	0.00	0.00	0.00
28	Nestle Avenue Charter School	19 64733 6018287	321.45	322.37	321.45	322.37
29	Nobel (Alred B.) Charter Middle School	19 64733 6061543	0.00	0.00	0.00	0.00
30	Open Charter Magnet School	19 64733 6097927	244.56	246.12	244.56	246.12
31	Palisades Charter Elementary	19 64733 6018634	304.10	306.44	304.10	306.44
32	Plainview Academic Charter Academy	19 64733 6018725	163.07	163.27	163.07	163.27
33	Pomelo Community Charter School	19 64733 6018774	384.36	386.83	384.36	386.83
34	Reseda High School	19 64733 1937226	0.00	0.00	0.00	0.00
35	Revere (Paul) Charter Middle School	19 64733 6058267	0.00	0.00	0.00	0.00
36	Riverside Elementary Charter School	19 64733 6018923	352.72	352.78	352.72	352.78
37	Serrania Avenue Charter School for Enriched Studies	19 64733 6019111	438.93	441.41	438.93	441.41
38	Sherman Oaks Elementary Charter School	19 64733 6019186	535.68	537.87	535.68	537.87
39	Superior Street Elementary	19 64733 6019392	289.96	291.09	289.96	291.09
40	Sylmar Charter High School	19 64733 1938554	0.00	0.00	0.00	0.00
41	Taft Charter High School	19 64733 1938612	0.00	0.00	0.00	0.00
42	Topanga Elementary Charter School	19 64733 6019525	184.62	185.88	184.62	185.88
43	Topeka Charter School For Advanced Studies	19 64733 6019533	368.85	371.09	368.85	371.09
44	University High School Charter	19 64733 1938885	0.00	0.00	0.00	0.00
45	Van Gogh Charter School	19 64733 6019673	283.71	285.18	283.71	285.18
46	Welby Way Charter and Gifted/High-Ability Magnet Center Elementary School	19 64733 6019855	461.54	463.91	461.54	463.91
47	Westwood Charter School	19 64733 6019939	548.34	552.43	548.34	552.43
48	Wilbur Charter For Enriched Academics	19 64733 6019954	410.99	413.02	410.99	413.02
49	Woodlake Elementary Community Charter	19 64733 6020036	350.24	351.13	350.24	351.13
50	Woodland Hills Elementary Charter For Enriched Studies	19 64733 6020044	410.15	412.86	410.15	412.86
	Total Affiliated Charter Schools Average Daily Attendance		13,241.09	13,308.87	13,241.09	13,308.87

See accompanying independent auditor's report and notes to supplementary information.

Grades 4-6 ADA				Grades 7-8 ADA			
Total		Classroom-based		Total		Classroom-based	
Second Period Report	Annual Report	Second Period Report	Annual Report	Second Period Report	Annual Report	Second Period Report	Annual Report
166.21	166.00	166.21	166.00	0.00	0.00	0.00	0.00
193.38	194.34	193.38	194.34	0.00	0.00	0.00	0.00
118.26	119.50	118.26	119.50	0.00	0.00	0.00	0.00
117.99	118.93	117.99	118.93	0.00	0.00	0.00	0.00
124.25	125.33	124.25	125.33	0.00	0.00	0.00	0.00
302.12	303.63	302.12	303.63	0.00	0.00	0.00	0.00
243.00	244.09	243.00	244.09	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200.80	201.31	200.80	201.31	0.00	0.00	0.00	0.00
172.14	172.93	172.14	172.93	0.00	0.00	0.00	0.00
157.33	158.06	157.33	158.06	0.00	0.00	0.00	0.00
181.77	182.78	181.77	182.78	0.00	0.00	0.00	0.00
139.64	140.78	139.64	140.78	0.00	0.00	0.00	0.00
164.29	164.87	164.29	164.87	369.97	371.72	369.97	371.72
72.38	72.44	72.38	72.44	0.00	0.00	0.00	0.00
187.17	187.76	187.17	187.76	0.00	0.00	0.00	0.00
634.10	634.20	634.10	634.20	1,347.75	1,349.99	1,347.75	1,349.99
81.22	81.59	81.22	81.59	0.00	0.00	0.00	0.00
116.82	117.74	116.82	117.74	0.00	0.00	0.00	0.00
178.32	179.33	178.32	179.33	125.71	126.05	125.71	126.05
113.31	113.91	113.31	113.91	0.00	0.00	0.00	0.00
169.91	170.72	169.91	170.72	0.00	0.00	0.00	0.00
106.74	107.11	106.74	107.11	0.00	0.00	0.00	0.00
125.42	125.63	125.42	125.63	0.00	0.00	0.00	0.00
161.84	164.13	161.84	164.13	0.00	0.00	0.00	0.00
582.06	582.35	582.06	582.35	1,088.99	1,090.32	1,088.99	1,090.32
174.78	174.95	174.78	174.95	0.00	0.00	0.00	0.00
762.73	764.61	762.73	764.61	1,509.15	1,516.97	1,509.15	1,516.97
129.68	130.54	129.68	130.54	0.00	0.00	0.00	0.00
161.68	162.79	161.68	162.79	0.00	0.00	0.00	0.00
112.77	113.10	112.77	113.10	0.00	0.00	0.00	0.00
177.40	178.24	177.40	178.24	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
645.98	649.06	645.98	649.06	1,306.00	1,311.91	1,306.00	1,311.91
173.16	173.62	173.16	173.62	0.00	0.00	0.00	0.00
176.88	177.59	176.88	177.59	0.00	0.00	0.00	0.00
219.20	219.91	219.20	219.91	0.00	0.00	0.00	0.00
156.16	156.48	156.16	156.48	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79.55	80.52	79.55	80.52	0.00	0.00	0.00	0.00
181.82	182.81	181.82	182.81	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
153.82	153.78	153.82	153.78	0.00	0.00	0.00	0.00
306.84	308.29	306.84	308.29	0.00	0.00	0.00	0.00
225.25	227.48	225.25	227.48	0.00	0.00	0.00	0.00
173.81	174.51	173.81	174.51	0.00	0.00	0.00	0.00
155.68	156.99	155.68	156.99	0.00	0.00	0.00	0.00
203.18	204.45	203.18	204.45	0.00	0.00	0.00	0.00
9,180.84	9,219.18	9,180.84	9,219.18	5,747.57	5,766.96	5,747.57	5,766.96

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Average Daily Attendance – Affiliated Charter Schools (Continued)
Year Ended June 30, 2019

			Grades 9-12 ADA			
			Total		Classroom-based	
	Name of Affiliated Charter School	**CDS Code**	**Second Period Report**	**Annual Report**	**Second Period Report**	**Annual Report**
1	Alexander (Dr. Theodore, Jr.) Science Center	19 64733 0102491	0.00	0.00	0.00	0.00
2	Beckford Charter for Enriched Studies	19 64733 6015986	0.00	0.00	0.00	0.00
3	Calabash Charter Academy	19 64733 6016240	0.00	0.00	0.00	0.00
4	Calvert Charter for Enriched Studies	19 64733 6016265	0.00	0.00	0.00	0.00
5	Canyon Charter School	19 64733 6016323	0.00	0.00	0.00	0.00
6	Carpenter Community Charter School	19 64733 6016356	0.00	0.00	0.00	0.00
7	Castlebay Lane School	19 64733 6071435	0.00	0.00	0.00	0.00
8	Chatsworth Charter High School	19 64733 1931708	1,578.66	1,571.26	1,578.66	1,571.26
9	Cleveland (Grover) Charter High School	19 64733 1931864	2,854.84	2,861.38	2,854.84	2,861.38
10	Colfax Charter Elementary School	19 64733 6016562	0.00	0.00	0.00	0.00
11	Community Magnet Charter Elementary School	19 64733 6094726	0.00	0.00	0.00	0.00
12	Dearborn Elementary Charter Academy	19 64733 6016729	0.00	0.00	0.00	0.00
13	Dixie Canyon Community Charter School	19 64733 6016778	0.00	0.00	0.00	0.00
14	El Oro Way Charter For Enriched Studies	19 64733 6016869	0.00	0.00	0.00	0.00
15	Emerson Community Charter School	19 64733 6057988	0.00	0.00	0.00	0.00
16	Enadia Way Technology Charter	19 64733 0117036	0.00	0.00	0.00	0.00
17	Encino Charter Elementary School	19 64733 6016935	0.00	0.00	0.00	0.00
18	Hale (George Ellery) Charter Academy	19 64733 6061477	0.00	0.00	0.00	0.00
19	Hamlin Charter Academy	19 64733 6017438	0.00	0.00	0.00	0.00
20	Haynes Charter For Enriched Studies	19 64733 6017529	0.00	0.00	0.00	0.00
21	Hesby Oaks Leadership Charter	19 64733 0112060	0.00	0.00	0.00	0.00
22	Justice Street Academy Charter School	19 64733 6017693	0.00	0.00	0.00	0.00
23	Kenter Canyon Charter	19 64733 6017701	0.00	0.00	0.00	0.00
24	Knollwood Preparatory Academy	19 64733 6017743	0.00	0.00	0.00	0.00
25	Lockhurst Drive Charter Elementary	19 64733 6017891	0.00	0.00	0.00	0.00
26	Marquez Charter School	19 64733 6018063	0.00	0.00	0.00	0.00
27	Millikan (Robert A.) Middle School, Performing Arts Magnet & Science Academy Stem School	19 64733 6058150	0.00	0.00	0.00	0.00
28	Nestle Avenue Charter School	19 64733 6018287	0.00	0.00	0.00	0.00
29	Nobel (Alred B.) Charter Middle School	19 64733 6061543	0.00	0.00	0.00	0.00
30	Open Charter Magnet School	19 64733 6097927	0.00	0.00	0.00	0.00
31	Palisades Charter Elementary	19 64733 6018634	0.00	0.00	0.00	0.00
32	Plainview Academic Charter Academy	19 64733 6018725	0.00	0.00	0.00	0.00
33	Pomelo Community Charter School	19 64733 6018774	0.00	0.00	0.00	0.00
34	Reseda High School	19 64733 1937226	1,230.05	1,228.28	1,230.05	1,228.28
35	Revere (Paul) Charter Middle School	19 64733 6058267	0.00	0.00	0.00	0.00
36	Riverside Elementary Charter School	19 64733 6018923	0.00	0.00	0.00	0.00
37	Serrania Avenue Charter School for Enriched Studies	19 64733 6019111	0.00	0.00	0.00	0.00
38	Sherman Oaks Elementary Charter School	19 64733 6019186	0.00	0.00	0.00	0.00
39	Superior Street Elementary	19 64733 6019392	0.00	0.00	0.00	0.00
40	Sylmar Charter High School	19 64733 1938554	1,408.93	1,412.70	1,408.93	1,412.70
41	Taft Charter High School	19 64733 1938612	2,145.82	2,149.77	2,145.82	2,149.77
42	Topanga Elementary Charter School	19 64733 6019525	0.00	0.00	0.00	0.00
43	Topeka Charter School For Advanced Studies	19 64733 6019533	0.00	0.00	0.00	0.00
44	University High School Charter	19 64733 1938885	1,382.95	1,378.56	1,382.95	1,378.56
45	Van Gogh Charter School	19 64733 6019673	0.00	0.00	0.00	0.00
46	Welby Way Charter and Gifted/High-Ability Magnet Center Elementary School	19 64733 6019855	0.00	0.00	0.00	0.00
47	Westwood Charter School	19 64733 6019939	0.00	0.00	0.00	0.00
48	Wilbur Charter For Enriched Academics	19 64733 6019954	0.00	0.00	0.00	0.00
49	Woodlake Elementary Community Charter	19 64733 6020036	0.00	0.00	0.00	0.00
50	Woodland Hills Elementary Charter For Enriched Studies	19 64733 6020044	0.00	0.00	0.00	0.00
	Total Affiliated Charter Schools Average Daily Attendance		10,601.25	10,601.95	10,601.25	10,601.95

See accompanying independent auditor's report and notes to supplementary information.

Totals			
Total ADA		Classroom-based ADA	
Second Period Report	Annual Report	Second Period Report	Annual Report
593.52	593.73	593.52	593.73
568.98	571.29	568.98	571.29
398.92	402.29	398.92	402.29
346.66	348.29	346.66	348.29
373.05	376.17	373.05	376.17
938.47	944.68	938.47	944.68
694.99	699.09	694.99	699.09
1,578.66	1,571.26	1,578.66	1,571.26
2,854.84	2,861.38	2,854.84	2,861.38
615.30	618.29	615.30	618.29
425.15	427.27	425.15	427.27
509.78	512.26	509.78	512.26
683.22	687.31	683.22	687.31
434.38	438.11	434.38	438.11
534.26	536.59	534.26	536.59
238.56	238.63	238.56	238.63
558.55	561.29	558.55	561.29
1,981.85	1,984.19	1,981.85	1,984.19
303.50	304.50	303.50	304.50
378.03	380.06	378.03	380.06
505.88	508.68	505.88	508.68
356.47	358.18	356.47	358.18
520.01	522.77	520.01	522.77
375.00	376.15	375.00	376.15
447.18	447.86	447.18	447.86
477.95	482.38	477.95	482.38
1,671.05	1,672.67	1,671.05	1,672.67
496.23	497.32	496.23	497.32
2,271.88	2,281.58	2,271.88	2,281.58
374.24	376.66	374.24	376.66
465.78	469.23	465.78	469.23
275.84	276.37	275.84	276.37
561.76	565.07	561.76	565.07
1,230.05	1,228.28	1,230.05	1,228.28
1,951.98	1,960.97	1,951.98	1,960.97
525.88	526.40	525.88	526.40
615.81	619.00	615.81	619.00
754.88	757.78	754.88	757.78
446.12	447.57	446.12	447.57
1,408.93	1,412.70	1,408.93	1,412.70
2,145.82	2,149.77	2,145.82	2,149.77
264.17	266.40	264.17	266.40
550.67	553.90	550.67	553.90
1,382.95	1,378.56	1,382.95	1,378.56
437.53	438.96	437.53	438.96
768.38	772.20	768.38	772.20
773.59	779.91	773.59	779.91
584.80	587.53	584.80	587.53
505.92	508.12	505.92	508.12
613.33	617.31	613.33	617.31
38,770.75	38,896.96	38,770.75	38,896.96

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Instructional Time Offered
Year Ended June 30, 2019

Grade Level	1986-1987 Minutes Requirements	2018-19 Actual Minutes Offered (3)	Number of Days Traditional Calendar	Complied with Instructional Minutes and Days Provisions
Kindergarten	36,000	36,000	180	Yes
Grades 1 to 3	50,400	55,100	180	Yes
Grades 4 to 6 (1)	54,000	55,100	180	Yes
Grades 7 to 8 (2)	54,000	62,160 or 65,300	180	Yes
Grades 9 to 12	64,800	65,300	180	Yes

(1) Elementary schools only.

(2) Middle schools with grade configurations 6-8 approved for common planning time have at least 62,160 annual instructional minutes. Middle schools with grade configurations 6-8 not approved for common planning time have at least 65,300 annual instructional minutes.

(3) All District schools offered these minutes at a minimum, except for two schools. One elementary school offered at least 54,900 minutes; one comprensive high school offered at least 65,100.

Notes:

1. All charter schools included in this audit report conformed to the above Schedule of Instructional Time Offered, except for Topanga Elementary Charter. This school had five emergency closure days in November 2018 due to the Woolsey fire. LAUSD submitted a "Request for Allowance of Attendance Due to Emergency Conditions (Form J-13A), which was subsequently approved by the California Department of Education.
2. LAUSD received incentive funding for increasing instructional time pursuant to the Longer Year/Longer Instructional Day. LAUSD met its LCFF target funding.

See accompanying independent auditor's report and notes to supplementary information.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Financial Trends and Analysis
Year Ended June 30, 2019
(Dollars in thousands)

	2019-2020 Budgeted	2018-2019 Actual	2017-2018 Actual	2016-2017 Actual	2015-2016 Actual
General Fund:					
Revenues	$ 7,370,987	$ 7,732,610	$ 7,268,645	$ 7,176,151	$ 7,161,449
Other Financing Sources	20,000	56,100	39,431	116,118	52,078
Total Revenues and Other Financing Sources	7,390,987	7,788,710	7,308,076	7,292,269	7,213,527
Expenditures	7,810,252	7,542,236	7,007,852	6,758,572	6,633,257
Other Financing Uses	56,452	40,397	54,594	78,735	89,895
Total Expenditures and Other Financing Uses	7,866,704	7,582,633	7,062,446	6,837,307	6,723,152
Change in Fund Balance	(475,717)	206,077	245,630	454,962	490,375
Beginning Fund Balance	2,010,832	2,010,773	1,765,143	1,310,181	819,806
Ending Fund Balance	$ 1,535,115	$ 2,216,850	$ 2,010,773	$ 1,765,143	$ 1,310,181
Available Reserves*	$ 745,218	$ 984,235	$ 790,056	$ 794,680	$ 319,373
Unassigned Reserve for Economic Uncertainties	$ 78,967	$ 75,618	$ 75,381	$ 73,411	$ 72,376
Unassigned Fund Balance	$ 666,251	$ 908,617	$ 714,675	$ 721,269	$ 246,997
Available Reserves as a Percentage of Total Expenditures and Other Financing Uses	9.47%	12.98%	11.19%	11.62%	4.75%
Total Long-Term Debt	$ 29,477,828	$ 29,982,661	$ 34,273,411	$ 25,330,454	$ 24,164,629
Average Daily Attendance (ADA) at P-2	450,474	451,551	478,350	490,598	503,591

The General Fund has maintained a positive ending fund balance for the past four fiscal years presented in this schedule.

For a district this size, the State has recommended available reserves to be at least 1% of total General Fund expenditures and other financing uses. The District has been able to meet these requirements for the past four fiscal years.

* Available reserves consist of all unassigned fund balances and unassigned reserve for economic uncertainties.

See accompanying independent auditor’s report and notes to supplementary information.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule to Reconcile the Annual Financial Budget Report (SACS)
with Audited Financial Statements
Year Ended June 30, 2019
(in thousands)

	General Fund	District Bonds	Other Governmental *
June 30, 2019 Unaudited Actual Financial Reports			
Fund Balances	$ 2,220,801	$ 954,589	$ 638,565
Adjustments:			
To adjust additional Local Control Funding Formula revenue	7,935	—	—
To adjust expenditure accruals	(11,886)	(37,296)	(4,722)
June 30, 2019 Audited Financial Statement			
Fund Balances	$ 2,216,850	$ 917,293	$ 633,843

* The adjustment in the Other Governmental includes the following funds:

Capital Facilities Account	$ 4,375
County School Facilities Bonds	347
Total Other Governmental Funds	$ 4,722

There were no adjustments to fund balances for funds not presented above.

See accompanying independent auditor's report and notes to supplementary information.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Charter Schools
Year Ended June 30, 2019
(unaudited)

		State Charter Number	CDS Code	Affiliated	Fiscally Independent	Included in the District Audit
1	Alexander (Dr. Theodore, Jr.) Science Center	0604	19 64733 0102491	x		Yes
2	Beckford Charter for Enriched Studies	1344	19 64733 6015986	x		Yes
3	Calabash Charter Academy	1345	19 64733 6016240	x		Yes
4	Calvert Charter for Enriched Studies	1585	19 64733 6016265	x		Yes
5	Canyon Charter School	0226	19 64733 6016323	x		Yes
6	Carpenter Community Charter School	1235	19 64733 6016356	x		Yes
7	Castlebay Lane School	1477	19 64733 6071435	x		Yes
8	Chatsworth Charter High School	1581	19 64733 1931708	x		Yes
9	Cleveland (Grover) Charter High School	1571	19 64733 1931864	x		Yes
10	Colfax Charter Elementary School	1041	19 64733 6016562	x		Yes
11	Community Magnet Charter Elementary School	0957	19 64733 6094726	x		Yes
12	Dearborn Elementary Charter Academy	1481	19 64733 6016729	x		Yes
13	Dixie Canyon Community Charter School	1469	19 64733 6016778	x		Yes
14	El Oro Way Charter For Enriched Studies	1466	19 64733 6016869	x		Yes
15	Emerson Community Charter School	1688	19 64733 6057988	x		Yes
16	Enadia Way Technology Charter	1474	19 64733 0117036	x		Yes
17	Encino Charter Elementary School	1471	19 64733 6016935	x		Yes
18	Hale (George Ellery) Charter Academy	1346	19 64733 6061477	x		Yes
19	Hamlin Charter Academy	1472	19 64733 6017438	x		Yes
20	Haynes Charter For Enriched Studies	1470	19 64733 6017529	x		Yes
21	Hesby Oaks Leadership Charter	1468	19 64733 0112060	x		Yes
22	Justice Street Academy Charter School	1487	19 64733 6017693	x		Yes
23	Kenter Canyon Charter	0227	19 64733 6017701	x		Yes
24	Knollwood Preparatory Academy	1486	19 64733 6017743	x		Yes
25	Lockhurst Drive Charter Elementary	1478	19 64733 6017891	x		Yes
26	Marquez Charter School	0228	19 64733 6018063	x		Yes
27	Millikan (Robert A.) Middle School, Performing Arts Magnet & Science Academy Stem School	1473	19 64733 6058150	x		Yes
28	Nestle Avenue Charter School	1465	19 64733 6018287	x		Yes
29	Nobel (Alred B.) Charter Middle School	1480	19 64733 6061543	x		Yes
30	Open Charter Magnet School	0012	19 64733 6097927	x		Yes
31	Palisades Charter Elementary	0229	19 64733 6018634	x		Yes
32	Plainview Academic Charter Academy	1435	19 64733 6018725	x		Yes
33	Pomelo Community Charter School	1347	19 64733 6018774	x		Yes
34	Reseda High School	2005	19 64733 1937226	x		Yes
35	Revere (Paul) Charter Middle School	0225	19 64733 6058267	x		Yes
36	Riverside Elementary Charter School	1362	19 64733 6018923	x		Yes
37	Serrania Avenue Charter School for Enriched Studies	1484	19 64733 6019111	x		Yes
38	Sherman Oaks Elementary Charter School	1348	19 64733 6019186	x		Yes
39	Superior Street Elementary	1476	19 64733 6019392	x		Yes
40	Sylmar Charter High School	1834	19 64733 1938554	x		Yes
41	Taft Charter High School	1580	19 64733 1938612	x		Yes
42	Topanga Elementary Charter School	0230	19 64733 6019525	x		Yes
43	Topeka Charter School For Advanced Studies	1475	19 64733 6019533	x		Yes
44	University High School Charter	2006	19 64733 1938885	x		Yes
45	Van Gogh Charter School	1479	19 64733 6019673	x		Yes
46	Welby Way Charter and Gifted/High-Ability Magnet Center Elementary School	1349	19 64733 6019855	x		Yes
47	Westwood Charter School	0031	19 64733 6019939	x		Yes
48	Wilbur Charter For Enriched Academics	1482	19 64733 6019954	x		Yes
49	Woodlake Elementary Community Charter	1483	19 64733 6020036	x		Yes
50	Woodland Hills Elementary Charter For Enriched Studies	1485	19 64733 6020044	x		Yes

See accompanying independent auditor's report and notes to supplementary information. (Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Charter Schools (Continued)
Year Ended June 30, 2019
(unaudited)

		State Charter Number	CDS Code	Affiliated	Fiscally Independent	Included in the District Audit
51	Academia Moderna	1101	19 64733 0120097		x	No
52	Academic Performance Excellence Academy (APEX)	1459	19 64733 0117077		x	No
53	Accelerated, The	0045	19 64733 6112536		x	No
54	Accelerated Charter Elementary School (ACES)	0539	19 64733 0100743		x	No
55	Alain Leroy Locke College Preparatory Academy	1050	19 64733 0118588		x	No
56	Alliance Alice M. Baxter College–Ready High	1460	19 64733 0127217		x	No
57	Alliance Cindy and Bill Simon Technology Academy High School	1161	19 64733 0121285		x	No
58	Alliance College–Ready Middle Academy 4	1096	19 64733 0120030		x	No
59	Alliance College–Ready Middle Academy 5	1097	19 64733 0120048		x	No
60	Alliance College–Ready Middle Academy 8	1531	19 64733 0128033		x	No
61	Alliance College–Ready Middle Academy 12	1533	19 64733 0128058		x	No
62	Alliance Collins Family College–Ready High School	0718	19 64733 0108936		x	No
63	Alliance Dr. Olga Mohan High School	0790	19 64733 0111500		x	No
64	Alliance Gertz–Ressler Richard Merkin 6–12 Complex	0645	19 64733 0106864		x	No
65	Alliance Jack H. Skirball Middle School	0779	19 64733 0111518		x	No
66	Alliance Judy Ivie Burton Technology Academy High	0714	19 64733 0108894		x	No
67	Alliance Kory Hunter Middle School	1532	19 64733 0128041		x	No
68	Alliance Leadership Middle Academy	1530	19 64733 0128009		x	No
69	Alliance Leichtman–Levine Family Foundation Environmental Science High	0929	19 64733 0117606		x	No
70	Alliance Marc & Eva Stern Math and Science, (California State University Los Angeles Campus)	0788	19 64733 0111658		x	No
71	Alliance Margaret M. Bloomfield Technology Academy	1356	19 64733 0124941		x	No
72	Alliance Marine – Innovation and Technology 6–12 Complex	1738	19 64733 0132084		x	No
73	Alliance Morgan McKinzie High	0928	19 64733 0116509		x	No
74	Alliance Ouchi–O'Donovan 6–12 Complex	0784	19 64733 0111641		x	No
75	Alliance Patti and Peter Neuwirth Leadership Academy	0789	19 64733 0111492		x	No
76	Alliance Piera Barbaglia Shaheen Health Services Academy	0927	19 64733 0117598		x	No
77	Alliance Renee and Meyer Luskin Academy High School	1343	19 64733 0124891		x	No
78	Alliance Susan and Eric Smidt Technology High School	1163	19 64733 0123133		x	No
79	Alliance Ted K Tajima High	1164	19 64733 0123141		x	No
80	Alliance Tennenbaum Family Technology High School *	1162	19 64733 0121293		x	No
81	Animo College Preparatory Academy (Jordan Campus)	1342	19 64733 0124883		x	No
82	Animo Ellen Ochoa Charter Middle School	1286	19 64733 0123992		x	No
83	Animo Florence–Firestone Charter Middle	1794	19 64733 0134023		x	No
84	Animo Jackie Robinson High School	0793	19 64733 0111583		x	No
85	Animo James B. Taylor Charter Middle School	1287	19 64733 0124008		x	No
86	Animo Jefferson Charter Middle School	1216	19 64733 0122481		x	No
87	Animo Mae Jemison Charter Middle School	1624	19 64733 0129270		x	No
88	Animo Pat Brown High School	0649	19 64733 0106849		x	No
89	Animo Phillis Wheatley Charter Middle School (Clay Campus)*	1289	19 64733 0124024		x	No
90	Animo Ralph Bunche Charter High School	0781	19 64733 0111575		x	No
91	Animo South Los Angeles Charter Senior High	0602	19 64733 0102434		x	No
92	Animo Venice Charter High School	0648	19 64733 0106831		x	No
93	Animo Watts College Preparatory Academy	0783	19 64733 0111625		x	No
94	Animo Western Charter Middle School (Clay Campus) *	1288	19 64733 0124016		x	No
95	Animo Westside Charter Middle School	1217	19 64733 0122499		x	No
96	Ararat Charter School	1156	19 64733 0121079		x	No
97	Arts in Action Community Charter School	1218	19 64733 0123158		x	No
98	Arts in Action Community Middle School	1806	19 64733 0134205		x	No
99	Aspire Centennial College Preparatory Academy	1436	19 64733 0126797		x	No
100	Aspire Firestone Academy *	1214	19 64733 0122622		x	No
101	Aspire Gateway Academy Charter*	1213	19 64733 0122614		x	No
102	Aspire Inskeep Academy Charter*	1332	19 64733 0124800		x	No
103	Aspire Juanita Tate Academy Charter*	1331	19 64733 0124792		x	No
104	Aspire Junior Collegiate Academy	1551	19 64733 0114884		x	No
105	Aspire Pacific Academy	1230	19 64733 0122721		x	No
106	Aspire Slauson Academy Charter*	1330	19 64733 0124784		x	No
107	Aspire Titan Academy	1550	19 64733 0120477		x	No

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See accompanying independent auditor’s report and notes to supplementary information. (Continued)

		State Charter Number	CDS Code	Affiliated	Fiscally Independent	Included in the District Audit
108	Bert Corona Charter High	1724	19 64733 0132126		x	No
109	Bert Corona Charter School	0654	19 64733 0106872		x	No
110	Birmingham Community Charter High School	1119	19 64733 1931047		x	No
111	Bright Star Secondary Charter Academy	0826	19 64733 0112508		x	No
112	California Collegiate Charter	1771	19 64733 0133884		x	No
113	Camino Nuevo Charter Academy (Burlington)	0293	19 64733 6117667		x	No
114	Camino Nuevo Charter Academy 2 (Kayne Siart)	1231	19 64733 0122861		x	No
115	Camino Nuevo Charter Academy 4 (Cisneros) *	1334	19 64733 0124826		x	No
116	Camino Nuevo Charter High School (Miramar)	0635	19 64733 0106435		x	No
117	Camino Nuevo Elementary School 3 (Eisner) *	1212	19 64733 0122564		x	No
118	Camino Nuevo High School 2 (Dalzell Lance)	1540	19 64733 0127910		x	No
119	Celerity Cardinal Charter School	1285	19 64733 0123984		x	No
120	Celerity Nascent Charter School	0716	19 64733 0108910		x	No
121	Celerity Octavia Charter School	1232	19 64733 0122655		x	No
122	Celerity Palmati Charter School	1246	19 64733 0123166		x	No
123	Center for Advanced Learning	0937	19 64733 0115139		x	No
124	Central City Value High School	0534	19 64733 0100800		x	No
125	Charter High School of Arts–Multimedia & Performing School (CHAMPS)	0712	19 64733 0108878		x	No
126	CHIME Institute's Schwarzenegger Community School	0417	19 64733 6119531		x	No
127	Citizens of the World Charter School Hollywood	1200	19 64733 0122556		x	No
128	Citizens of the World 2 (Silver Lake)	1413	19 64733 0126177		x	No
129	Citizens of the World 3 (Mar Vista)	1414	19 64733 0126193		x	No
130	City Language Immersion Charter	1538	19 64733 0127886		x	No
131	Clemente Charter School	1640	19 64733 0129825		x	No
132	Collegiate Charter High School of Los Angeles	1722	19 64733 0131821		x	No
133	Community Preparatory Academy	1656	19 64733 0129874		x	No
134	Crenshaw Arts-Technology Charter High (CATCH)	0570	19 64733 0101659		x	No
135	Crete Academy	1854	19 64733 0135616		x	No
136	Crown Preparatory Academy	1187	19 64733 0121848		x	No
137	Discovery Charter Preparatory School 2	0949	19 64733 0115253		x	No
138	Downtown Value School	0448	19 64733 6119903		x	No
139	Ednovate – Brio College Prep	1843	19 64733 0135723		x	No
140	Ednovate – East College Prep	1702	19 64733 0132282		x	No
141	Ednovate – Esperanza College Prep	1842	19 64733 0135715		x	No
142	Ednovate – USC Hybrid High College Prep	1401	19 64733 0125864		x	No
143	El Camino Real Charter High School	1314	19 64733 1932623		x	No
144	Endeavor College Preparatory Charter School	1094	19 64733 0120014		x	No
145	Equitas Academy Charter	1093	19 64733 0119982		x	No
146	Equitas Academy 2 Charter	1402	19 64733 0126169		x	No
147	Equitas Academy 3 Charter	1669	19 64733 0129650		x	No
148	Equitas Academy 4	1785	19 64733 0133686		x	No
149	Everest Value School	1638	19 64733 0129858		x	No
150	Excellencia Charter Academy	1918	19 64733 0137554		x	No
151	Extera Public School	1300	19 64733 0124198		x	No
152	Extera Public School No. 2	1562	19 64733 0128132		x	No
153	Fenton Avenue Charter School	0030	19 64733 6017016		x	No
154	Fenton Charter Leadership Academy	1613	19 64733 0131722		x	No
155	Fenton Primary Center	0911	19 64733 0115048		x	No
156	Fenton STEM Academy: Elementary Center for Science Technology Engineering and Mathematics	1605	19 64733 0131466		x	No
157	Gabriella Charter	0713	19 64733 0108886		x	No
158	Gabriella Charter 2	1853	19 64733 0135509		x	No
159	Girls Athletic Leadership School Los Angeles	1791	19 64733 0133710		x	No
160	Global Education Academy	0934	19 64733 0114967		x	No
161	Global Education Academy 2	1641	19 64733 0129833		x	No
162	Goethe International Charter School	1036	19 64733 0117978		x	No
163	Granada Hills Charter High School	0572	19 64733 1933746		x	No

* PSC = Public School Choice

See accompanying independent auditor's report and notes to supplementary information. (Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Charter Schools (Continued)
Year Ended June 30, 2019
(unaudited)

		State Charter Number	CDS Code	Affiliated	Fiscally Independent	Included in the District Audit
164	High Tech Los Angeles	0537	19 64733 0100677		x	No
165	HTLA Middle School	1929	19 64733 0137471			
166	ICEF Innovation Los Angeles Charter	1037	19 64733 0117952		x	No
167	ICEF View Park Preparatory Elementary School	0190	19 64733 6117048		x	No
168	ICEF View Park Preparatory High School	0543	19 64733 0101196		x	No
169	ICEF View Park Preparatory Middle School	0506	19 64733 6121081		x	No
170	ICEF Vista Elementary Academy	1039	19 64733 0117937		x	No
171	ICEF Vista Middle Academy	0953	19 64733 0115287		x	No
172	Ingenium Charter	1157	19 64733 0121137		x	No
173	Ingenium Charter Middle School	1536	19 64733 0127985		x	No
174	Ivy Academia Charter School	0619	19 64733 0106351		x	No
175	Ivy Bound Academy Math, Science, and Technology Charter Middle 2	1570	19 64733 0128389		x	No
176	Ivy Bound Academy of Math, Science, and Technology Charter Middle	0936	19 64733 0115113		x	No
177	James Jordan Middle School	0734	19 64733 0109884		x	No
178	KIPP Academy of Innovation	1586	19 64733 0128512		x	No
179	KIPP Academy of Opportunity	0530	19 64733 0101444		x	No
180	KIPP Comienza Community Preparatory	1196	19 64733 0121707		x	No
181	KIPP Corazon Academy	1855	19 64733 0135517		x	No
182	KIPP Empower Academy	1195	19 64733 0121699		x	No
183	KIPP Ignite Academy	1720	19 64733 0131771		x	No
184	KIPP Iluminar Academy	1508	19 64733 0127670		x	No
185	KIPP Los Angeles College Preparatory	0531	19 64733 0100867		x	No
186	KIPP Philosophers Academy	1378	19 64733 0125609		x	No
187	KIPP Promesa Preparatory	1721	19 64733 0131797		x	No
188	KIPP Raices Academy	1010	19 64733 0117903		x	No
189	KIPP Scholar Academy	1377	19 64733 0125625		x	No
190	KIPP Sol Academy	1379	19 64733 0125641		x	No
191	KIPP Vida Preparatory Academy	1587	19 64733 0129460		x	No
192	Larchmont Charter School	0717	19 64733 0108928		x	No
193	Learning by Design Charter	1959	19 64733 0137513		x	No
194	Libertas College Preparatory Charter	1711	19 64733 0131904		x	No
195	Los Angeles Academy of Arts & Enterprise Charter (LAAAE)	0675	19 64733 0110304		x	No
196	Los Angeles Leadership Academy	0461	19 64733 1996610		x	No
197	Los Angeles Leadership Primary Academy	1333	19 64733 0124818		x	No
198	Los Feliz Charter Middle School for the Arts	1960	19 64733 0137463		x	No
199	Los Feliz Charter School for the Arts	0827	19 64733 0112235		x	No
200	Magnolia Science Academy 4	0986	19 64733 0117622		x	No
201	Magnolia Science Academy 6	0988	19 64733 0117648		x	No
202	Magnolia Science Academy 7	0989	19 64733 0117655		x	No
203	Magnolia Science Academy Bell *	1236	19 64733 0122747		x	No
204	Math and Science College Preparatory	1412	19 64733 0126136		x	No
205	Matrix for Success Academy	1961	19 64733 0137562		x	No
206	Metro Charter School	1535	19 64733 0127977		x	No
207	Monsenor Oscar Romero Charter Middle	0931	19 64733 0114959		x	No
208	Montague Charter Academy for the Arts and Sciences	0115	19 64733 6018204		x	No
209	Multicultural Learning Center	0388	19 64733 6119044		x	No
210	N.E.W. Academy Canoga Park	0592	19 64733 0102483		x	No
211	N.E.W. Academy of Science and Arts	0521	19 64733 0100289		x	No
212	New Designs Charter School	0601	19 64733 0102541		x	No
213	New Designs Charter School – Watts	1120	19 64733 0120071		x	No
214	New Heights Charter School	0761	19 64733 0111211		x	No
215	New Horizons Charter Academy	1567	19 64733 0128371		x	No
216	New Los Angeles Charter School	0998	19 64733 0117614		x	No
217	New Los Angeles Elementary School	1788	19 64733 0133702		x	No
218	New Millennium Secondary School	1020	19 64733 0117911		x	No
219	New Village Girls Academy	0791	19 64733 0111484		x	No

* PSC = Public School Choice

See accompanying independent auditor’s report and notes to supplementary information. (Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Charter Schools (Continued)
Year Ended June 30, 2019
(unaudited)

		State Charter Number	CDS Code	Affiliated	Fiscally Independent	Included in the District Audit
220	Ocean Charter School	0569	19 64733 0102335		x	No
221	Oscar De La Hoya Animo Charter High School	0581	19 64733 0101675		x	No
222	Our Community Charter School	0739	19 64733 0109934		x	No
223	Pacoima Charter Elementary	0583	19 64733 6018642		x	No
224	Palisades Charter High School	0037	19 64733 1995836		x	No
225	Para Los Ninos Charter Middle School	1007	19 64733 0117846		x	No
226	Para Los Ninos Charter School	0475	19 64733 6120489		x	No
227	Para Los Ninos – Evelyn Thurman Gratts Primary Center *	1215	19 64733 0122630		x	No
228	Port of Los Angeles High School	0542	19 64733 0107755		x	No
229	Prepa Tec – Los Angeles	1542	19 64733 0127936		x	No
230	Public Policy Charter	1703	19 64733 0131847		x	No
231	PUC CALS Charter Middle and Early College High School	0331	19 64733 0133298		x	No
232	PUC Community Charter Elementary	1657	19 64733 0129619		x	No
233	PUC Community Charter Middle and PUC Community Charter Early College High	0213	19 64733 6116750		x	No
234	PUC Early College Academy for Leaders and Scholars (ECALS)*	1354	19 64733 0124933		x	No
235	PUC Excel Charter Academy	0798	19 64733 0112201		x	No
236	PUC Inspire Charter Academy	1626	19 64733 0129593		x	No
237	PUC Lakeview Charter Academy	0603	19 64733 0102442		x	No
238	PUC Lakeview Charter High	1241	19 64733 0122606		x	No
239	PUC Milagro Charter	0600	19 64733 0102426		x	No
240	PUC Nueva Esperanza Charter Academy	1092	19 64733 0133280		x	No
241	PUC Santa Rosa Charter Academy	1091	19 64733 0119974		x	No
242	PUC Triumph Charter Academy and PUC Triumph Charter High School	0797	19 64733 0133272		x	No
243	Puente Charter School (ELA Site)	0473	19 64733 6120471		x	No
244	Renaissance Arts Academy	0579	19 64733 0101683		x	No
245	Resolute Academy Charter	1642	19 64733 0131870		x	No
246	Rise Kohyang High School	1786	19 64733 0133868		x	No
247	Rise Kohyang Middle	1315	19 64733 0124222		x	No
248	Santa Monica Boulevard Community Charter School	0446	19 64733 6019079		x	No
249	Stella Elementary Academy	1866	19 64733 0137604		x	No
250	Stella Middle Charter Academy	0535	19 64733 0100669		x	No
251	STEM Prep Elementary	1925	19 64733 0136986		x	No
252	Summit Preparatory Charter	1615	19 64733 0131839		x	No
253	Synergy Charter Academy	0636	19 64733 0106427		x	No
254	Synergy Kinetic Academy *	1014	19 64733 0117895		x	No
255	Synergy Quantum Academy *	1299	19 64733 0124560		x	No
256	TEACH Academy of Technologies	1206	19 64733 0122242		x	No
257	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	2004	19 64733 0138305		x	No
258	TEACH Tech Charter High School	1658	19 64733 0129627		x	No
259	The City School	1710	19 64733 0134148		x	No
260	University Preparatory Value High	1723	19 64733 0132027		x	No
261	Valley Charter Elementary School	1237	19 64733 0122754		x	No
262	Valley Charter Middle School	1238	19 64733 0122838		x	No
263	Valley International Preparatory High	1926	19 64733 0137621		x	No
264	Valor Academy Elementary School	1787	19 64733 0133694		x	No
265	Valor Academy High School	1539	19 64733 0127894		x	No
266	Valor Academy Middle School	1095	19 64733 0120022		x	No
267	Vaughn Next Century Learning Center	0016	19 64733 6019715		x	No
268	Village Charter Academy	1639	19 64733 0129866		x	No
269	Vista Charter Middle School	1234	19 64733 0122739		x	No
270	VOX Collegiate of Los Angeles	1917	19 64733 0137521		x	No
271	Wallis Annenberg High School	0538	19 64733 0100750		x	No
272	Watts Learning Center	0131	19 64733 6114912		x	No
273	Watts Learning Center Charter Middle School	1141	19 64733 0120527		x	No
274	WISH Academy High	1863	19 64733 0135632		x	No
275	WISH Community	1627	19 64733 0135921		x	No

* PSC = Public School Choice

See accompanying independent auditor's report and notes to supplementary information.

(1) Statistical Data

The statistical data presented on pages 111-113 offers multi-year trend information, and are provided to help the reader understand the District's significant local revenue sources as it relates to the District's overall financial health.

The average daily attendance historical data presented on pages 114-115 provides additional trending information for the basis by which most state and local revenues are received by the District.

(2) Purpose of Schedules

(a) Schedule of Average Daily Attendance

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

The schedule of average daily attendance for each of the District's affiliated charter schools is provided separately.

(b) Schedule of Instructional Time Offered

The District has received incentive funding for increasing instructional time as provided by the Incentive for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

(c) Schedule of Financial Trends and Analysis

This schedule focuses on financial trends by displaying past years' data along with current budget information and evaluates the District's ability to continue as a going concern for a reasonable period of time.

(d) Reconciliation of Unaudited Actual Financial Reports with Audited Financial Statements

This schedule provides the information necessary to reconcile the differences between fund balances reported on the unaudited actual financial reports and the audited financial statements.

(e) Schedule of Charter Schools

This schedule lists all charter schools chartered by the District, includes the charter school number, and indicates whether or not the charter school is included in the District's audit.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Grantor or Pass-Through Entity ID Number	Passed Through to Subrecipients	Program Cluster Expenditures	Total Federal Expenditures
U.S. Department of Agriculture:					
Passed through California Department of Education:					
Child Nutrition School Programs Breakfast	10.553	PCA13525/PCA13526		$ 114,769,462	
Child Nutrition School Programs Lunch	10.555	PCA13523/PCA13524		152,332,970	
Child Nutrition School Programs Snack	10.555	PCA13755		4,181	
Donated Food Commodities	10.555	Not Available		20,432,466	
Child Nutrition Summer Food Services Program Operations	10.559	PCA13004		3,011,533	
Child Nutrition Summer Food Services Program Sponsor Administration	10.559	PCA13006		393,605	
Subtotal Expenditures – Child Nutrition Cluster					$ 290,944,217
Child Nutrition Child Care Food Program Claims	10.558	PCA13529			50,874,296
Child Nutrition Child Care Food Program – Cash in Lieu of Commodities	10.558	PCA13534			3,631,422
Subtotal CFDA 10.558					54,505,718
Child Nutrition Team Nutrition Grants	10.574	PCA15332			16,653
Passed through California Department of Health Services:					
Forest Reserve	10.665	PCA10044		56,006	
Subtotal Expenditures – Forest Service Schools and Roads Cluster					56,006
Subtotal Pass-Through Program					345,522,594
Total U.S. Department of Agriculture					345,522,594
U.S. Department of Defense:					
Reserve Officer Training Corps Vitalization Act	12.unknown	Not Available			1,917,055
Startalk: Exploring Arabic Through Technology					
Startalk Whatsapp, let's connect!	12.900	H98230-19-1-0085			14,068
Visual Arts and Photography	12.900	H98230-17-1-0125			77,457
Subtotal Direct Programs					2,008,580
Total U.S. Department of Defense					2,008,580
U.S. Department of Housing & Urban Development:					
Passed through City of Carson:					
Carson Guidance – Community Development Block Grants (CDBG)	14.218	MOU		15,863	
Subtotal Expenditures – CDBG Entitlement Grants Cluster					15,863
Subtotal Pass-Through Program					15,863
Total U.S. Department of Housing and Urban Development					15,863
U.S. Department of Labor:					
Youth Career Connect Program	17.274	YC-25413-14-60-A-6			743,512
Subtotal Direct Program					743,512
Passed through Catholic Charities of Los Angeles:					
Youth Build	17.274	C4400005521			156,325
Passed through Employment Development Department:					
Employment Development Department Trade Act: Trade Adjustment Assistance (TAA)	17.245	Various			190,287
Passed through City of Los Angeles:					
Workforce Innovation and Opportunity Act (WIOA) – Worksource Educational Partnership – Adult	17.258	C-133113		163,587	
WIOA – T-1 Youth Source System	17.259	C-133269		1,227,884	
Passed through City of Hawthorne:					
WIOA – I-TRAIN – Harbor	17.258	16-0174-0-1-504		368	
Passed through Para Los Ninos:					
WIOA – Youth	17.259	C-131975-L18		83,461	
Subtotal Expenditures – WIOA Cluster					1,475,300
Subtotal Pass-Through Programs					1,821,912
Total U.S. Department of Labor					2,565,424
U.S. Department of Transportation:					
Active Transportation Program	20.205	ATPLNI-6508(001)		46,429	
Subtotal Expenditures – Highway Planning and Construction Cluster					46,429
Subtotal Direct Program					46,429
Total U.S. Department of Transportation					46,429

See accompanying independent auditor's report and notes to schedule of expenditures of federal awards.

(Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards (Continued)
Year Ended June 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Grantor or Pass-Through Entity ID Number	Passed Through to Subrecipients	Program Cluster Expenditures	Total Federal Expenditures
National Science Foundation:					
USC-Math for America Los Angeles	47.076	Not Available			188,747
Subtotal Direct Program					188,747
Total National Science Foundation					188,747
U.S. Department of Education:					
Indian Education	84.060	S060A14283			67,416
Skills for Success Program	84.215	U215H150111			223,138
Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR-UP):					
GEAR-UP 4 LA	84.334	P334A110166/P334A140118	$ 1,413,126		3,112,774
GEAR-UP 4 LA	84.334	P334A180080/P334A180081			1,620,808
Subtotal CFDA 84.334			1,413,126		4,733,582
Arts in Education – Professional Development for Arts Educator	84.351	U351C140064			201,130
Subtotal Direct Programs			1,413,126		5,225,266
Passed through Glider Lehman Institute of American History:					
A More Perfect Union	84.422B	Not Available			93,946
Passed through California Department of Education:					
WIOA – Adult Basic Ed/ELA	84.002A	PCA14508			8,294,919
WIOA – Adult Ed English Literacy & Civics Education	84.002A	PCA14109			3,997,710
WIOA – Adult Secondary Ed	84.002	PCA13978			2,732,945
Subtotal CFDA 84.002					15,025,574
Every Student Suceeds Act (ESSA): Title I, Part A, Basic Grants Low-Income and Neglected	84.010	PCA14329			362,052,767
ESSA: Title I, Part D, Local Delinquent Programs	84.010	PCA14357			996,384
Subtotal CFDA 84.010					363,049,151
Special Ed: IDEA Basic Local Assistance Entitlement	84.027	18-13379-64733-01		127,963,585	
Special Ed: IDEA Local Assistance, Private School ISPs	84.027	PCA10115		1,788,921	
Special Ed: IDEA Mental Health Allocation Plan	84.027	18-15197-64733-01		6,766,109	
Special Ed: IDEA – Pre-School Local Entitlement	84.027	18-13379-64733-01		8,037,766	
IDEA Preschool Grant	84.173	18-13430-64733-01		3,351,915	
Preschool – Staff Development	84.173	18-13431-64733-01		53,835	
Special Ed: IDEA – Embedded Instruction	84.173	18-13839-64733-01		210,075	
Special Ed: IDEA – Alternate Dispute Resolution,Part B-Sec 611	84.173	PCA13007		119,551	
Subtotal Expenditures – Special Education Cluster (IDEA)					148,291,757
Carl D. Perkins – Secondary Program, Sec131	84.048	PCA14894			6,106,021
Carl D. Perkins – Vocational and Technical Education, Sec 132	84.048	PCA14893			984,808
Subtotal CFDA 84.048					7,090,829
Early Intervention Funds – Part C	84.181	18-23761-64733-01			1,178,111
Education for Homeless Children & Youth	84.196	PCA14332			198,636
ESSA: Title IV, Part B, 21st Century Community Learning Centers Program:					
Cohort 10A-CORE	84.287	PCA14349	503,843		3,535,159
Cohort 10A-HS ASSETs	84.287	PCA14535	10,674,664		12,657,179
Cohort 10A HS ASSETs- Equitable Access	84.287	PCA14603	249,988		384,606
Cohort 9A HS Family Literacy	84.287	PCA14604	40,000		122,530
Cohort 11C HS-Equitable Access	84.287	PCA14765	84,275		164,536
Subtotal CFDA 84.287			11,552,770		16,864,010
ESSA: Title III, English Learner Student Program	84.365	PCA14346			11,271,366
ESSA: Title III, Immigrant Student Program	84.365	PCA15146			2,253,518
Subtotal CFDA 84.365					13,524,884
National Professional Development Grant, Project Royal	84.365Z	16-082			121,217
ESSA: Title II, Part A, Supporting Effective Instruction	84.367	PCA14341			33,239,643
No Child Left Behind: Title I, School Improvement Grant	84.377	PCA15364			8,915,935
ESSA: Title IV, Part A, Student Support & Academic Enrichment Grant Prog	84.424A	PCA15396			2,752,556
Passed through University of California Davis:					
Testing the Efficiency of the Academic Language & Literacy in Every Subject (ALLIES)	84.305A	A18-0513-S002			135,000
Passed through Los Angeles County Office of Education:					
ESSA: Title I, Migrant Ed (Regular & Summer Program)	84.011	PCA14326			659,698
ESSA: Title I, Mignat Ed Summer Program	84.011	PCA10005			218,195
ESSA: Title I, Part C, Migrant Ed (MESRP)	84.011	PCA14326			50,027
Subtotal CFDA 84.011					927,920

See accompanying independent auditor's report and notes to schedule of expenditures of federal awards. (Continued)

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Grantor or Pass-Through Entity ID Number	Passed Through to Subrecipients	Program Cluster Expenditures	Total Federal Expenditures
Passed through Department of Rehabilitation:					
Rehab-Transition Partnership Program/Trans Part-Greater LA	84.126A	29881/EP1313027/ 30447/30460/30632/30644			1,440,485
Promoting Readiness of Minor in Supp'l Income (CA PROMISE)	84.418P	30052			796,448
California Career Innovation: Work Based Learning Initiative	84.421B	30834/AUSD231582			76,305
Passed through American Institute for Research:					
Air Credit Recovery	84.305A	R305A170152			85,919
Passed through Center for Collaborative Education:					
Principal Residency Network	84.363	MOU/4400003138			62,932
Passed through The Regents of University of California (UC)					
Pacific Coast Teacher Innovation Network – UC Davis	84.367	09-002383-15			81,945
Passed through Literacy Design Collaborative:					
Literacy Design Collaborative Federal i3 Grant	84.411	MOU 2018-19SY			249,255
Passed through Strategic Education Research Partnership:					
Education Partnership-Strategic Education Research Partnership	84.411	Not Available			39,673
Passed through ABT Associates:					
Education Partnership-ABT	84.411	MOU 21050			426
Subtotal CFDA 84.411					289,354
Passed through City of Los Angeles:					
Federal Performance Partners – Los Angeles P3	84.420	C-129242-2			79,902
Subtotal Pass-Through Programs			11,552,770		614,322,459
Total U.S. Department of Education			12,965,896		619,547,725
U.S. Department of Health & Human Services:					
CDCP-School Based HIV/STD Prevention	93.079	5NU87PS004181-05 & 6NU87PS004357-01-01			410,107
Subtotal Direct Programs					410,107
Passed through County of Los Angeles:					
Maternal Infant and Early Childhood Home Visiting Program	93.505	PH-002170			881,527
Passed through City of Los Angeles:					
County Youth Jobs Program-CalWorks	93.558	C-132946		325,376	
Subtotal Expenditures – Temporary Assistance for Needy Families (TANF) Cluster					325,376
Passed through Department of Social Services:					
California Department of Social Services Refugee Program Bureau	93.566	RSIG18CA			12,550
Passed through California Department of Education:					
General Child Care Center-Block Grant	93.575	PCA15136		1,705,537	
General Child Care Center-Mandatory & Matching Fund	93.596	PCA13609		3,725,947	
Subtotal Expenditures – Child Care Development Fund Cluster					5,431,484
Passed through Los Angeles County Office of Education:					
ARRA-State Grants to Promote Health Information Technology	93.719	Not Available			338,101
Medi-Cal Administrative Activities	93.778	C-18377:17:20		6,564,232	
Subtotal expenditures – Medicaid Cluster					6,564,232
Subtotal Pass-Through Programs					13,553,270
Total U.S. Department of Health & Human Services					13,963,377
Corporation for National and Community Service:					
Youth Service America Corporation	94.014	YSA-MLK DAY OF SVC			4,087
Subtotal Direct Program					4,087
Total Corporation for National and Community Service					4,087
U.S. Department of Homeland Security:					
Passed through Governors Office of Emergency Services:					
Public Assistance – FEMA-1810-DR-CA	97.036	OES ID-037-91146			35
Hazard Mitigation Grant Program-FEMA 1731-DR-CA-Manhattan	97.039	HMGP 1731-76-24			1,841
FEMA Hazard Mitigation Grant	97.047	FIPS 037-91146			44,921
Subtotal Pass-Through Programs					46,797
Total U.S. Department of Homeland Security					46,797
Total Expenditures of Federal Awards			$ 12,965,896	$ 453,150,664	$ 983,909,623

See accompanying independent auditor's report and notes to schedule of expenditures of federal awards.

(1) General

The accompanying schedule of expenditures of federal awards presents the expenditures of all federal financial assistance programs for the Los Angeles Unified School District (District). The District's reporting entity is defined in the notes to the District's basic financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

(2) Basis of Accounting

The accompanying schedule of expenditures of federal awards is presented using the modified accrual basis of accounting, as described in Note 1 of the notes to the District's basic financial statements. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the District's basic financial statements but agrees in all material respects.

(3) Indirect Cost Rate

The District did not elect to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

(4) Noncash Assistance

Included in the schedule of expenditures of federal awards is (CFDA No. 10.555) $20,432,466 of donated food commodities received from the U.S. Department of Agriculture, passed-through California Department of Education, during the year ended June 30, 2019.

OTHER INDEPENDENT AUDITOR REPORTS

SIMPSON & SIMPSON
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Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To The Honorable Board of Education
Los Angeles Unified School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the **Los Angeles Unified School District** (the District), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated December 13, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that has not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Simpson & Simpson

Los Angeles, California
December 13, 2019

SIMPSON & SIMPSON
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Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance

Independent Auditor's Report

The Honorable Board of Education
Los Angeles Unified School District

Report on Compliance for Each Major Federal Program

We have audited **Los Angeles Unified School District's** (the District) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2019. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items F-2019-001 and F-2019-002. Our opinion on each major federal program is not modified with respect to these matters.

The District's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items F-2019-001 and F-2019-002 to be material weaknesses.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items F-2019-001 and F-2019-002 to be significant deficiencies.

The District's response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Simpson & Simpson

Los Angeles, California
December 13, 2019

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Independent Auditor's Report on State Compliance

To The Honorable Board of Education
Los Angeles Unified School District

Report on Compliance

We have audited the compliance of the **Los Angeles Unified School District** (the District), with the compliance requirements described in the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (the Guide) for the year ended June 30, 2019. The District's programs are identified in the table below.

Management's Responsibility

Management is responsible for compliance with the requirements of the state laws and regulations applicable to each program.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance with the requirements described in the Guide based on our audit. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in the California Code of Regulations (CCR), Title 5, section 19810. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above occurred. An audit also includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. However, our audit does not provide a legal determination of the District's compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with state laws and regulations applicable to the following programs:

	Procedures performed
Attendance Accounting:	
Attendance Reporting	Yes
Independent Study	Yes
Continuation Education	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Instructional Time	Yes
Instructional Materials	Yes
Ratios of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not applicable*
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not applicable**
Middle or Early College High Schools	Yes
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	Yes
Comprehensive School Safety Plan	Yes
District of Choice	Not applicable***
California Clean Energy Jobs Act	Yes
After School Education and Safety Program:	
General Requirements	Yes
After School Program	Yes
Before School Program	Yes
Proper Expenditures of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes

	Procedures performed
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable****
Attendance for Charter Schools	Yes
Mode of Instruction for Charter Schools	Yes
Nonclassroom-Based Instruction/Independent Study for Charter Schools	Not applicable*****
Determination of Funding for Nonclassroom-Based Instruction for Charter Schools	Not applicable*****
Annual Instructional Minutes - Classroom Based for Charter Schools	Yes
Charter School Facility Grant Program	Not applicable******

*	We did not perform any procedures related to the Early Retirement Incentive Program because the District did not offer early retirement incentive during fiscal year 2018-19.
**	We did not perform any procedures related to Juvenile Court Schools because the District does not offer this program.
***	The District's Board of Education did not elect to operate as a school District of Choice.
****	The District does not have any Independent Study-Course Based Programs; therefore, we did not perform any testing related to this requirement.
*****	The District does not have any Nonclassroom-Based Instruction/Independent Study for Charter Schools; therefore, we did not perform any testing related to this requirement.
******	The District's charter schools did not receive Charter School Facility Grant Program funding; therefore, we did not perform any testing related to this requirement.

S&S

Opinion

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that are applicable to each of its programs for the year-ended June 30, 2019.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Guide and which are described in the accompanying schedule of findings and questioned costs as items S-2019-001 through S-2019-010. Our opinion is not modified with respect to these matters.

The District's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Simpson & Simpson

Los Angeles, California
December 13, 2019

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	None noted
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	None noted
Noncompliance material to financial statements noted?	None noted

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	Yes
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	Yes

Identification of major programs and type of auditor's report issued on compliance for each major program:

CFDA #	Name of Federal Program	Opinion
10.558	Department of Agriculture - Child and Adult Care Food Program	Unmodified
84.010	Department of Education - Title I Grants to Local Educational Agencies	Unmodified
	Department of Education – Special Education Cluster:	Unmodified
84.027	Special Education Grants - to States (IDEA, Part B)	
84.173	Special Education - Preschool Grants (IDEA, Preschool)	
84.181	Department of Education - Special Education - Grants for Infants and Families	Unmodified
84.418	Department of Education - CA Promise	Unmodified
84.424	Department of Education - ESSA: Title IV, Part A, Student Support and Academic Enrichment Grant Program	Unmodified

LOS ANGELES UNIFIED SCHOOL DISTRICT

Schedule of Findings and Questioned Costs

June 30, 2019

CFDA #	Name of Federal Program	Opinion
	Department of Health and Human Services – Child Care Development Fund Cluster:	Unmodified
93.575	Child Care and Development Block Grant	
93.596	Child Care Mandatory and Matching Funds of the Child Care and Development Fund	
93.778	Department of Health and Human Services – Medi-Cal Administrative Activity	Unmodified

• Any audit findings disclosed which are required to be reported in accordance with 2 CFR 200.516:	Yes
• Dollar threshold used to distinguish between type A and type B programs:	$3,000,000
• Auditee qualified as low risk auditee	No

LOS ANGELES UNIFIED SCHOOL DISTRICT

Schedule of Findings and Questioned Costs

June 30, 2019

State Awards

Type of auditor’s report issued on compliance for state programs:	Unmodified

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Section II – Findings Relating to the Basic Financial Statements which are Required to be Reported in Accordance with Government Auditing Standards

None.

Section III – Findings and Questioned Costs Relating to Federal Awards

Program Identification

Finding Reference Number:	**F-2019-001**
Federal Program Title, Awarding Agency, Pass-Through Entity, Catalog of Federal Domestic Assistance (CFDA) Number, and Award Number:	Special Education Cluster (IDEA), U.S. Department of Education, Passed through the California Department of Education, CFDA Nos. 84.027 and 84.173, PCA Nos. 13430 and 10115. (Material Weakness) Child Care and Development Fund: Child Care and Development Block Grant, Child Care Mandatory and Matching Funds of the Child Care and Development Fund, Department of Health and Human Services, Passed through the California Department of Education, CFDA Nos. 93.575, 93.596, Contract Nos. CCTR-8100 and CSPP-8216 (Significant Deficiency)
Compliance Requirement:	Cost Principles
State Audit Guide Finding Code:	30000 and 50000

Criteria

2 CFR section 200.430(i), Standards for Documentation of Personnel Expenses, requires that charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into the official records of the non-Federal entity;
- Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;
- Comply with the established accounting policies and practices of the non-Federal entity;

- Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

In accordance with LAUSD Policy Bulletin 2643.8, Documentation for Employees Paid from Federal and State Categorical Programs, the Periodic Certification (formerly referred to as Semi-Annual Certifications) must be completed each fiscal year for employees whose compensation is singularly sourced from federal funds. The first periodic certification is for the period July 1st through December 31st, and the second periodic certification is for the period January 1st through June 30th. These certifications should be completed no later than January 31st and July 31st, respectively.

Condition

As part of our compliance review over payroll expenditures, we selected a sample of payroll expenditures charged to the program to ascertain if they were allowable per program regulations, accurately charged to the program, and appropriately supported in accordance with the 2 CFR section 200.430 and LAUSD Policy Bulletin 2643.8.

Special Education Cluster: In our sample of sixty (60) payroll expenditures, we noted that three (3) employees provided a signed periodic certification; however, the certifications were signed subsequent to our request.

Total exceptions amounted to $18,151 of the $278,281 sampled from $40,717,350 of the total payroll expenditures.

Our sample was a statistically valid sample.

Child Care and Development Fund Cluster*:* In our sample of sixty (60) payroll expenditures, we noted that two (2) employees provided a signed periodic certification; however, the certifications were signed subsequent to our request.

Total exceptions for the two untimely certifications amounted to $3,985 of the $78,628 sampled from the $96,070,797 of the total payroll expenditures.

Our sample was a statistically valid sample.

Cause and Effect

The untimely certifications appear to be incidents in which employees did not follow the District’s policies and procedures.

This finding is a repeat finding and has been reported previously for June 30, 2018 (F-2018-001) but for different grants.

Questioned Costs

The total cost related to the above-mentioned conditions amounted to $22,136:

Special Education Cluster (CFDA 84.027, 84.173): $18,151 due to untimely certifications.

Child Care and Development Fund Cluster (CFDA 93.575, 93.596): $3,985 due to untimely certifications.

Recommendation

We recommend that the District continue to provide ongoing training to appropriate personnel on the required procedures and include a process to monitor compliance with those procedures.

Views of Responsible Officials, Planned Corrective Action, and Contact Information

Special Education Cluster:

The Division of Special Education will provide ongoing reminders and trainings to the field coordinators/specialists and Student Health and Human Services overseeing the program at the local districts to ensure timely submission of certifications. The Program Coordinator will conduct random monitoring of certification forms during site visits on a quarterly basis.

Name: Anthony Aguilar
Title: Chief of Special Education, Equity and Access
Telephone: (213) 241-4523

Child Care and Development Fund Cluster:

Administrators and time reporters will be reminded in their meetings that periodic certifications should be completed and signed by the last working day of December (but no later than January 31st), and last working day of June (but no later than July 31st), and that monthly multi-funded time reports be completed if required. Principals will also be reminded that this documentation should be retained by the time-reporter at the site along with other payroll time-reporting documentation for a period of five (5) years. Notification about the timely completion of periodic certification will be communicated to all Early Education Center and California State Preschool Program administrators and office managers/time reporters in December/January and in June/July through an email blast.

Name: Dean Tagawa
Title: Executive Director, Early Childhood Education
Telephone: (213) 241-0415

Program Identification

Finding Reference Number:	**F-2019-002**
Federal Catalog of Domestic Assistance Number(s):	84.010
Federal Program Titles:	Title I Grants to Local Education Agencies (LEAs)
Awarding Agency / Pass-Through Entity:	U.S. Department of Education, California Department of Education
Award Number:	PCA No. 14329
Compliance Requirement:	Special Tests and Provisions – Annual Report Card, High School Graduation Rate (Material Weakness) Special Tests and Provisions – Assessment System Security (Significant Deficiency)
State Audit Guide Finding Code:	30000 and 50000

Criteria

Annual Report Card, High School Graduation Rate

An SEA and its LEAs must report graduation rate data for all public high schools at the school, LEA, and State levels using the 4-year adjusted cohort rate under 34 CFR section 200.19(b)(1)(i)-(iv). Additionally, SEAs and LEAs must include the 4-year adjusted cohort graduation rate (which may be combined with an extended-year adjusted cohort graduation rate or rates) in adequate yearly progress (AYP) determinations. Graduation rate data must be reported both in the aggregate and disaggregated by each subgroup described in 34 CFR section 200.13(b)(7)(ii) using a 4-year adjusted cohort graduation rate. Only students who earn a regular high school diploma may be counted as a graduate for purposes of calculating the 4-year adjusted cohort graduation rate. To remove a student from the cohort, a school or LEA must confirm, in writing, that the student transferred out, emigrated to another country, or is deceased. To confirm that a student transferred out, the school or LEA must have official written documentation that the student enrolled in another school or in an educational program that culminates in the award of a regular high school diploma. A student who is retained in grade, enrolls in a General Educational Development (GED) program, or leaves school for any other reason may not be counted as having transferred out for the purpose of calculating graduation rate and must remain in the adjusted cohort (Title I, Sections 1111(b)(2) and (h) of ESEA (20 USC 6311(b)(2) and (h)); 34 CFR section 200.19(b)).

Section 8.3 of the LAUSD Attendance Manual states School staff shall document students who withdraw from the school. School staff shall follow Appendix J-2: Elementary School Withdrawal Symbols and Appendix J-3: Secondary School Withdrawal Symbols when recording withdrawal data.

Assessment System Security

Section 1111(b)(3)(c)(iii) of the ESEA **-** States, in consultation with LEAs, are required to establish and maintain an assessment system that is valid, reliable, and consistent with relevant professional and technical standards. Within their assessment system, SEAs must have policies and procedures to maintain test security and ensure that LEAs implement those policies and procedures.

LAUSD REF-054497 – 2018-19 Initial English Language Proficiency Assessments for California (ELPAC) Requirements for Principals, Coordinators, and Support Staff:
Section III. Principal and ELPAC Coordinator Requirements for Release of Initial ELPAC Materials states the principal and ELPAC coordinator must complete their respective requirements before STB approves the release of ELPAC materials for the administration of the Initial ELPAC.

LAUSD REF-54498 – 2018-19 California Assessment of Student Performance and progress (CAASPP) Requirements for Principals, Coordinators, and Support Staff:
Section III. Principal's Requirements states principals at schools administrating CAASPP tests must electronically certify the 2018-19 CAASPP Security Affidavit and Security Agreement in the Principal's Portal and designate a CAASPP coordinator in the Principal's Portal.
Section IV. Coordinator Requirements states the CAASPP coordinator and each staff member for whom test site coordinator access is requested must complete the coordinator requirements, which include electronically signing the 2018-19 CAASPP Security Agreement and Affidavit and attending various meetings and online training sessions.

Condition

Annual Report Card, High School Graduation Rate

We sampled a total of sixty (60) out of 163,029 students with leave codes in the school year 2017-18 My Integrated Student Information System (MiSiS) enrollment file to verify that the leave code and reason code reported in MiSiS was properly supported. In our review of the documentation in comparison to the leave and reason code, we noted the following exceptions:

1. Five (5) student files from four (4) schools provided documentation that did not support the leave code entered into MiSiS:

Leave Code per MiSiS	Leave Code per Supporting Documentation	Cause
L3 (Student transfers to a California public school outside LAUSD)	**L2** (Student transfers to a different LAUSD school)	Not enough information
L3 (Student transfers to a California public school outside LAUSD)	**L8** (Unknown or Other)	Not enough information
L3 (Student transfers to a California public school outside LAUSD)	**L4** (Student transfers to a non-public school including homeschooling)	Error
L4 (Student transfers to a non-public school including homeschooling)	**L3** (Student transfers to a California public school outside LAUSD)	Error
L3 (Student transfers to a California public school outside LAUSD)	**L2** (Student transfers to a different LAUSD school)	Not enough information

Our sample was a statistically valid sample.

Assessment System Security

In testing the District's adherence to the aforementioned Reference Guides, we selected 30 out of 783 schools that administered the ELPAC and 30 out of 774 schools that administered the CAASPP, to verify that the principals and coordinators followed the required procedures prior to administering the exams and that the Student Testing Branch did not release the ELPAC materials prior to those requirements being met. We noted the following exceptions:

- For one (1) school, the ELPAC materials were delivered to the school prior to the submission of the 2018-19 ELPAC Security Agreement and Affidavit.
- For one (1) school, the delivery date of the ELPAC testing material could not be verified as there was no documentation available.

Our sample was a statistically valid sample.

Cause and Effect

Annual Report Card, High School Graduation Rate

The discrepancies in the leave codes were caused by clerical errors and/or schools using the "L3" code (Student transfers to a California public school outside LAUSD) when they did not have enough information to substantiate that code. See above table for breakdown.

Inaccurate leave codes in MiSiS may lead to inaccurate data collected by CDE, which could lead to errors in the calculation of the graduation rate.

This finding is a repeat finding and has been reported previously for June 30, 2018 (F-2018-004).

Assessment System Security

The condition was caused by an oversight on the completion of requirements by the coordinator and principal at the school and oversight by Student Testing Branch (STB) staff in monitoring the submission of the required forms.

Questioned Costs

Annual Report Card, High School Graduation Rate

Not applicable. This finding is considered a programmatic non-compliance issue as well as a deficiency in the internal control system to properly train and monitor the personnel who are assigned to maintain the accuracy of student records.

Assessment System Security

Not applicable. This finding is considered a programmatic non-compliance issue as well as a deficiency in the internal control over monitoring the submission of the ELPAC Security Forms and the release of the testing material.

Recommendation

Annual Report Card, High School Graduation Rate

We recommend the District continue to strengthen its controls over enrollment/withdrawal status by providing adequate training/monitoring to ensure that student records on MiSiS are accurate and updated when new information is available and that necessary documents are kept on file at school sites.

Assessment System Security

We recommend that the District strengthen its monitoring process to ensure that the required Security Forms are submitted prior to the release of the testing materials.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

Annual Report Card, High School Graduation Rate

The following corrective actions have been taken:

- Increased collaboration with the Organizational Excellence team who provide training and support to School Administrative Assistants (SAA) and Office Technicians located at school sites. In Fall 2019, we participated in a School Business Services Panel for Administrative Assistants and Office Managers. We reiterated policy surrounding enrollment and withdrawal practices. This School Business Services Panel was webcast for those who could not attend in person.
- Implementation of the Certify Scorecard which is a data validation software tool that is part of LAUSD’s Data Validation initiative to improve student data accuracy and completeness across the District. It sends emails to schools informing them of potential withdrawal type discrepancies for students who have re-enrolled in an LAUSD school. Rule: ATT 010-0600 Graduates and Grades 7-12 Dropouts, Four Year Report was available to schools for the 2018-2019 school year. This report identifies any discrepancies between leave codes and withdrawals made at the school site. School staff can utilize this report as a guide and complete the necessary actions to update leave codes in MiSiS.
- Updated MiSiS withdrawal screen to only show affiliated charter schools when a leave code of L2 (student transfer to another LAUSD school) with leave reason Affiliated Charter (E46) is selected. Previously both Independent and Affiliated Charter schools would display on the drop-down menu when L2 or L3 (student transfers to another public school within the state of California but outside LAUSD) was selected. Schools cannot always distinguish between an Independent and Affiliated Charter schools and this led to errors. This enhancement supports minimizing errors.

- Enhancement in MiSiS to create an *Update No Show Withdrawal Screen* that allows identified MiSiS user roles to update leave codes across schools when a student matriculates to the next school. When this functionality was not available schools had to call the last school if they had an update to the student's whereabouts. We continue to train staff on the availability of this new screen.
- At the beginning of the 2019-20 school year, PSA Counselors received training on policy updates and data systems reports. Within this training we emphasized the importance of correcting leave code discrepancies and how to make the updates in MiSiS. We also reviewed the Certify rule and how it supports identifying discrepancies to leave codes.

The following corrective actions will be taken:

- Update our policy on withdrawal procedures to emphasize the need to update a student's leave code when a records requests from the new school indicates an updated placement from what was stated when the student was initially withdrawn. This will be available in the policy to be released in August 2020 for the 2020-21 school year.
- Update the Parent Assurance Letter (PAL) in policy to include the leave reason in MiSiS that corresponds to the withdrawal type. This will be available in the policy to be released in August 2020 for the 2020-21 school year.
- Create page on the Pupil Service website detailing tips and reminders on withdrawal procedures and validation documentation to comply with policy and meet compliance standards. Pupil Services will share this link with all stakeholders to reinforce policy and help reduce common errors. Expected completion date is February 2020.
- Offer an *Essential Tips to Support Policy and Meet Compliance* training that will focus on attendance, enrollment and withdrawal practices to help reduce common errors. This training will be listed and offered through the Principals Resource Guide on the Student Health and Human Services (SHHS) website. This training will be available to schools through the Principals Resource Guide by December 2019.
- Monthly meetings with Local District (LD) PSA Lead Counselors:
    - Review enrollment and withdrawal practices including leave code discrepancies and required validation documentation for verification of withdrawal.
- Continued collaboration and communication with the Organizational Excellence team who provide training and support to SAAs and Office Technicians located at school sites. This collaboration consists of consistent communication when there are updates to policy and training needs. Organizational Excellence supports in training in those areas that have been identified in our collaboration for needing additional support.

Name: Elsy Rosado
Title: Director, Pupil Services
Telephone: (213) 241-3844

Assessment System Security

The Student Testing Branch (STB) acknowledges the audit finding. A file is generated daily to track the completion of face-to-face training and online requirements by the principal and coordinator in My Professional Learning Network (MyPLN). A new field has been added to the file that flags and dates when both the principal and coordinator have completed their respective requirements. Two STB staff members will confirm the completion of requirements before materials are released to school.

Name: Edwin Guerra
Title: Director, Student Testing Branch
Telephone: (213) 241-4104

Section IV – Findings and Questioned Costs Relating to State Awards

S-2019-001 – Regular and Special Day Classes – Attendance Computations

State Program: Attendance Accounting: Attendance Reporting

State Audit Guide Finding Codes: 10000 and 40000

Schools Affected

- 28th Street Elementary School
- 135th Street Elementary Dual Language Spanish School
- Alexander Fleming Middle School
- Alexander Fleming Middle School Science, Technology, & Mathematics Magnet
- Arroyo Seco Museum Science Magnet
- Belmont Senior High School
- Boyle Heights Science Technology Engineering Math High School
- Brooklyn Avenue Elementary School
- Chester W. Nimitz Middle School
- Downtown Business Magnet
- Downtown Computer Science / Engineering / Multimedia Magnet
- Florence Nightingale Middle School Gifted STEM Magnet
- Francisco Bravo Senior High Medical Magnet
- Fries Avenue Elementary School
- Manhattan Place Elementary School
- Menlo Avenue Elementary School
- Middle College High School
- Nathaniel Narbonne Senior High School
- Normont Elementary School
- Robert F. Kennedy Communications School - New Open World Academy
- San Pedro Senior High School
- Saticoy Elementary School
- Susan Miller Dorsey Senior High School
- Venice Senior High School
- William R. Anton Elementary School
- Woodrow Wilson Senior High School

Criteria

California Education Code, Section 46300(a) – In computing average daily attendance of a school district or county office of education, there shall be included the attendance of pupils while engaged in educational activities required of those pupils under the immediate supervision and control of an employee of the district or county office who possessed a valid certification document, registered as required by law.

Condition, Cause and Effect

For our sample of one hundred thirty-six (136) schools, we obtained the Student Monthly Attendance Summary Reports (SMASRs) for a sample of teachers for school month one (1). SMASRs are system-generated reports from the District's My Integrated Student Information System (MiSiS), a system utilized by the teachers to electronically input, submit and certify student attendance daily. We verified whether these SMASRs were reported accurately in the *Second Principal Report (P2)* and the *Annual Principal Report (P3).* We obtained the monthly statistical reports where all the SMASRs are summarized, for our sampled schools and we verified whether the SMASRs were completely and accurately summarized. We then traced these monthly statistical reports to the Attendance Ledgers, which in turn were traced to the *Second Principal Report (P2)* and the *Annual Principal Report (P3).*

To test the integrity of the data reported in the sampled SMASRs, we selected a sample of absences from notes, phone logs and other absence records and compared them to the SMASRs to verify that they were not included in the calculation of Average Daily Attendance reported in the P2. In addition, since the SMASRs are generated through MiSiS, we also tested the system's general internal controls which included but were not limited to appropriate access controls. We selected a sample of 196,247 days of attendance and 4,793 days of absences for testing and noted the following findings:

- **28th Street Elementary School -** Out of the 771 days of attendance and 15 days of absences sampled, we noted the following exceptions:
  - We identified two (2) absence notes which were not dated. As such, we were unable to perform procedures over the notes. We were unable to determine if there is any questioned cost.

- **135th Street Elementary Dual Language Spanish School -** Out of the 417 days of attendance and 3 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Alexander Fleming Middle School -** Out of the 853 days of attendance and 15 days of absences sampled, we noted the following exceptions:
  - Two (2) students were absent for a total of two (2) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Alexander Fleming Middle School Science, Technology, & Mathematics Magnet -** Out of the 397 days of attendance and 6 days of absences sampled, we noted the following exceptions:
  - Three (3) students were absent for a total of three (3) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Arroyo Seco Museum Science Magnet School -** Out of the 3,188 days of attendance and 42 days of absences sampled, we noted the following exceptions:
  - Two (2) students were absent for a total of two (2) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Belmont Senior High School -** Out of the 1,149 days of attendance and 29 days of absences sampled, we noted the following exception:
  - We identified one (1) absence note which was not dated. As such, we were unable to perform procedures over the note. We were unable to determine if there is any questioned cost.

- **Boyle Heights Science Technology Engineering Math High School -** Out of the 1,040 days of attendance and 37 days of absences sampled, we noted the following exceptions:
  - Two (2) students were absent for a total of two (2) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Brooklyn Avenue Elementary School -** Out of the 2,991 days of attendance and 42 days of absences sampled, we noted the following exceptions:
  - Two (2) students were absent for a total of two (2) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Chester W. Nimitz Middle School -** Out of the 1,503 days of attendance and 48 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

- **Downtown Business Magnet -** Out of the 1,009 days of attendance and 27 days of absences sampled, we noted the following exceptions:
  - Two (2) students were absent for a total of two (2) days, as evidenced by absence notes but were marked as present in the school's monthly attendance summary.

- **Downtown Computer Science / Engineering / Multimedia Magnet -** Out of the 692 days of attendance and 10 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of three (3) days, as evidenced by the absence notes but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Florence Nightingale Middle School Gifted STEM Magnet -** Out of the 459 days of attendance and 0 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Francisco Bravo Senior High Medical Magnet School -** Out of the 1,539 days of attendance and 25 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Fries Avenue Elementary School -** Out of the 720 days of attendance and 11 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Manhattan Place Elementary School -** Out of the 854 days of attendance and 24 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

- **Menlo Avenue Elementary School -** Out of the 1,152 days of attendance and 31 days of absences sampled, we noted the following exceptions:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.
    - We identified three (3) absence notes which were not dated. As such we were unable to perform procedures over the notes. We were unable to determine if there is any questioned cost..

- **Middle College High School -** Out of the 1,298 days of attendance and 21 days of absences sampled, we noted the following exceptions:
    - Two (2) students were absent for a total of two (2) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Nathaniel Narbonne Senior High School -** Out of the 1,661 days of attendance and 52 days of absences sampled, we noted the following exceptions:
  - Eleven (11) students were absent for a total of eleven (11) days, as evidenced by the absence notes but were marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the students as absent subsequent to P2 reporting and subsequent to providing the SMASRs. As MiSiS has been updated to reflect the correct attendance of the students, which will be included in the revised P2 to be submitted in the Fall of 2019, these will not lead to questioned costs.

- **Normont Elementary School -** Out of the 604 days of attendance and 20 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

- **Robert F. Kennedy Communications School New Open World Academy -** Out of the 3,640 days of attendance and 60 days of absences sampled, we noted the following exceptions:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.
  - We identified one (1) absence note which was not dated. As such, we were unable to perform procedures over the note. We were unable to determine if there is any questioned cost.

- **San Pedro Senior High School -** Out of the 928 days of attendance and 20 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Saticoy Elementary School -** Out of the 707 days of attendance and 39 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

- **Susan Miller Dorsey Senior High School -** Out of the 949 days of attendance and 48 days of absences sampled, we noted the following exception:
  - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Venice Senior High School -** Out of the 1,426 days of attendance and 43 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

- **William R. Anton Elementary School -** Out of the 2,489 days of attendance and 62 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was marked as present in the school's monthly attendance summary. The school updated MiSiS to reflect the student as absent subsequent to P2 reporting and subsequent to providing the SMASR. As MiSiS has been updated to reflect the correct attendance of the student, which will be included in the revised P2 to be submitted in the Fall of 2019, this will not lead to questioned costs.

- **Woodrow Wilson Senior High School -** Out of the 512 days of attendance and 32 days of absences sampled, we noted the following exception:
    - One (1) student was absent for a total of one (1) day, as evidenced by an absence note but was recorded as present in the school's monthly attendance summary.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2018-001 and S-2018-002) but for different schools.

Questioned Costs

- Grades TK/K-3: 4 days/146 days = 0.03 ADA overstated * $10,897 = $327
- Grades 4-6: 1 days/146 days = 0.01 ADA overstated *10,012 = $100
- Grades 7-8: 1 days/146 days = 0.01 ADA overstated * $10,316 = $103
- Grades 9-12: 4 days/146 days = 0.03 ADA overstated * $12,266 = $368

- Chester W. Nimitz Middle School
    - Grades 7-8: 1 day overstated/146 days in single track school year
- Downtown Business Magnet
    - Grades 9-12: 2 days overstated/146 days in single track school year
- Manhattan Place Elementary School
    - Grades TK/K-3: 1 day overstated/146 days in single track school year
- Menlo Avenue Elementary School
    - Grades TK/K-3: 1 day overstated/146 days in single track school year
- Normont Elementary School
    - Grades TK/K-3: 1 day overstated/146 days in single track school year
- Robert F. Kennedy Communications School - New Open World Academy
    - Grades 4-6: 1 day overstated/146 days in single track school year
- Saticoy Elementary School
    - Grades TK/K-3: 1 day overstated/146 days in single track school year
- Venice Senior High
    - Grades 9-12: 1 day overstated/146 days in single track school year
- Woodrow Wilson Senior High
    - Grades 9-12: 1 day overstated/146 days in single track school year

Recommendation

We recommend that the District and the schools continue to strengthen its controls over implementing attendance policies over student attendance reporting by ensuring schools maintain adequate support for reported absences, accurately report student absences in the school's monthly attendance summary, and retain supporting documentation for instances in which students arrive to school late or leave early. Furthermore, we recommend the District continue to support the schools by providing adequate attendance reporting training so proper attendance reporting procedures are adhered to.

View of Responsible Officials, Planned Corrective Action, and Contact Information

Student Health and Human Services (SHHS), Pupil Services will continue to provide elementary and secondary schools with updated policy and procedures regarding appropriate attendance procedures.

The following corrective actions have been taken:

- Increased collaboration with the Organizational Excellence team who provide training and support to School Administrative Assistants (SAA) and Office Technicians located at school sites. In Fall 2019, we participated in a School Business Services Panel for Administrative Assistants and Office Managers. We reiterated the policy surrounding absence verification and offered additional support by answering questions regarding attendance reporting practices. This School Business Services Panel was webcast for those who could not attend in person.
- Updated our attendance policy and clarified the absence verification section to clearly state that an absence note for a partial day must indicate what time of the school day was missed by the student. This policy update was published in August 2019.

The following correction actions will be taken:

Policy on attendance taking and absence verification procedures will be reinforced by implementing on-going communication with all stakeholders including principals, front office staff and Pupil Services and Attendance (PSA) Counselors.

- Will hold a meeting in January 2020 with Pupil Services Administrators to review audit findings and reiterate attendance reporting practices and the common errors surrounding absence verification.
- Monthly meetings with Local District (LD) PSA Lead Counselors:
    - Review attendance practices including absence recording and required documentation for verification of absence.
    - Provide training tools (PowerPoint presentation) that reinforces the attendance policy and absence verification. LD PSA Leads will then share this information with PSA Counselors at an upcoming professional development.
- Create page on the Pupil Service website detailing tips and reminders on accurate attendance taking and absence verification to comply with policy and meet compliance standards. Pupil Services will share this link with all stakeholders to reinforce policy and help reduce common errors. Expected completion date February 2020.

- Continued collaboration and communication with the Organizational Excellence team who provide training and support to SAAs and Office Technicians located at school sites. This collaboration consists of consistent communication when there are updates to policy and training needs. Organizational Excellence supports in training in those areas that have been identified in our collaboration for needing additional support.
- Offer an *Essential Tips to Support Policy and Meet Compliance* training that will focus on attendance and enrollment practices to help reduce common errors. This training will be listed and offered through the Principals Resource Guide on the SHHS website. This training will be available to schools through the Principals Resource Guide by December 2019.

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S-2019-002 – Teacher Certification and Misassignments

State Audit Guide Finding Codes: 40000 and 71000

Schools Affected

- Belmont Senior High
- Brooklyn Avenue Elementary
- Canfield Avenue Elementary
- LAUSD/USC Media Arts/Engineering Magnet
- Legacy Senior High Visual and Performing Arts
- Ramon C Cortines School of Visual & Performing Arts
- RFK Community Schools - New Open World Academy K-12
- Thomas Starr King Middle School Magnet: Film and Media
- Vine Street Elementary

Criteria

California Education Code, Section 44203(d) - "Authorization" means the designation that appears on a credential, certificate, or permit that identifies the subjects and circumstances in which the holder of the credential, certificate, or permit may teach, or the services which the holder may render in the public schools of this state.

Section 44256 - Authorization for teaching credentials shall be of four basic kinds, as defined below:

(a) "Single subject instruction" means the practice of assignment of teachers and students to specified subject matter courses, as is commonly practiced in California high schools and most California junior high schools. The holder of a single subject teaching credential or a standard secondary credential or a special secondary teaching credential, as defined in this subdivision, who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 7 to 12, inclusive, other than the subject for which he or she is already certificated to teach, shall be eligible to have this subject appear on the credential as an authorization to teach this subject. The commission, by regulation, may require that evidence of additional competence is a condition for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the single subject credential on the basis of specialized needs. For purposes of this subdivision, a special secondary teaching credential means a special secondary teaching credential issued on the basis of at least a baccalaureate degree, a student teaching requirement, and 24 semester units of coursework in the subject specialty of the credential.

(b) "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education. The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

(c) "Specialist instruction" means any specialty requiring advanced preparation or special competence, including, but not limited to, reading specialist, mathematics specialist, specialist in special education, or early childhood education, and such other specialties as the commission may determine.

(d) "Designated subjects" means the practice of assignment of teachers and students to designated technical, trade, or career technical courses which courses may be part of a program of trade, technical, or career technical education.

California Code of Regulations, Title 5, Section 80005(b)

The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject areas listed in (a) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Condition, Cause and Effect

During our procedures performed for each class sampled for attendance testing of regular and special day classes, adult education, and continuation, we reviewed the classroom teacher’s credentials to determine if they possessed valid credentials, if their assigned teaching position was consistent with the authorization of their certification, and if the teachers held a valid English instruction certification in instances when the teacher taught a class in which more than 20% of the pupils were English learners.

We tested a total of 499 K-12 teachers and noted seven (7) exceptions for teachers who were assigned to teach in a position not consistent with the authorization of his/her certification, and four (4) exceptions for a teacher who did not have written verification for teaching an elective:

- **Belmont Senior High -** 1 teacher was assigned to teach in a position not consistent with the authorization of his/her certification due to the teacher being assigned subsequent to the District's assignment monitoring.

- **Brooklyn Avenue Elementary -** 1 teacher did not have written verification for teaching an elective on file due to the school not taking remedial action of the misassignment.

- **Canfield Avenue Elementary -** 1 teacher was assigned to teach in a position not consistent with the authorization of his/her certification due to the teacher being assigned subsequent to the District's assignment monitoring.

- **LAUSD/USC Media Arts/Engineering Magnet -** 1 teacher was assigned to teach in a position not consistent with the authorization of his/her certification due to the school not taking remedial action of the misassignment.

- **Legacy Senior High Visual and Performing Arts -** 1 teacher was assigned to teach in a position not consistent with the authorization of his/her certification due to an expired credential.

- **Ramon C. Cortines School of Visual & Performing Arts -** 1 teacher did not have written verification for teaching an elective on file due to the school not taking remedial action of the misassignment.

- **RFK Community Schools - New Open World Academy K-12 -** 2 teachers did not have written verification for teaching an elective on file due to the school not taking remedial action against the teachers.

- **Thomas Starr King Middle School Magnet: Film and Media -** 2 teachers were assigned to teach in a position not consistent with the authorization of his/her certification due to the school not taking remedial action of the misassignments.

- **Vine Street Elementary -** 1 teacher was assigned to teach in a position not consistent with the authorization of his/her certification due to misassignment made by the Special Education Unit.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2018-003) but for different schools and teachers.

Questioned Costs

Not Applicable

Recommendation

We recommend that the schools and the District remediate the misassignments identified above. Additionally we recommend the schools and the District strengthen internal controls to ensure that teachers are assigned to teach in a position consistent with the authorization of his/her certification by having a system in place to review the alignment of assignments and credentials at the beginning of the school year and monitoring of changes to those assignments during the school year.

Views of Responsible Official, Planned Corrective Action, and Contact Information

Human Resources (HR) will continue to strive to ensure every student is taught by an appropriately authorized teacher by providing professional development to certificated staff overseeing the master schedule and training them on how the MiSiS Assignment Monitoring Report helps school sites take timely action to ensure they do not have misassignments. HR will send out reminders in the Spring of 2020 advising principals to submit their Ed Code options (ex. true elective, alternative setting, etc.) early for the 2020-21 academic year. HR will also reach out to principals in the Summer of 2020, reminding them of the need to submit Ed Code options prior to the beginning of the academic year. The goal is for new principals to be made aware of this responsibility. In addition, upon receipt of service providers in the areas of Speech and Language Pathology, Orthopedic Impairment, Deaf and Hard of Hearing, and Visual Impairments, HR will do a credential check to ensure that service providers are appropriately authorized. Lastly, HR will continue to monitor English Learner compliance and work with Staff Relations to dismiss employees that fail to meet the requirements.

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S-2019-003 – Kindergarten Continuance

State Audit Guide Finding Codes: 40000

Schools Affected

- Alta Loma Elementary School
- Cabrillo Avenue Elementary School
- Canyon Charter Elementary School
- Coeur D. Alene Avenue Elementary School
- Eastman Avenue Dual Language & Bilingual Spanish Elementary School
- Fairburn Avenue Elementary School
- Rio Vista Elementary School
- South Park Elementary School

Criteria

California Education Code, Section 46300 **-** In computing the average daily attendance of a school district, there shall be included the attendance of pupils in kindergarten after they have completed one school year in kindergarten only if the school district has on file for each of those pupils an agreement made pursuant to Section 48011, approved in form and content by the State Department of Education and signed by the pupil's parent or guardian, that the pupil shall be retained in kindergarten for not more than an additional school year.

Condition, Cause and Effect

Using a total of 91 schools offering Kindergarten from the schools sampled for attendance reporting, we selected students enrolled in kindergarten for school year 2018-19 and kindergarten in school year 2017-18 and verified that a signed kindergarten continuance parental agreement (Agreement) was maintained. We noted the following exceptions:

- **Alta Loma Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for two (2) students due to school oversight.

- **Cabrillo Avenue Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to a lost form

- **Canyon Charter Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to a timing issue. The student started the school year in First Grade and was later moved back to Kindergarten.

- **Coeur D. Alene Avenue Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to school oversight.

- **Eastman Avenue Dual Language & Bilingual Spanish Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to school oversight.

- **Fairburn Avenue Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for two (2) students due to the parents misdating the forms.

- **Rio Vista Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to the school being unaware of the District’s policy.

- **South Park Elementary School** – A signed Agreement, approved in form and content by the CDE, was not on file before the start of the school year for one (1) student due to a timing issue. The school was unaware that the student attended Kindergarten for half a school year prior to admittance.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2017-004) but for different schools.

Questioned Costs

$64,946 (5.96 total ADA overstated x $10,897)

- Alta Loma Elementary School
  - 276 days overstated / 180 days in single track school year = 1.53 ADA
- Cabrillo Avenue Elementary School
  - 142 days overstated / 180 days in single track school year = 0.79 ADA
- Canyon Charter Elementary School
  - 28 days overstated / 180 days in single track school year = 0.16 ADA
- Coeur D. Alene Avenue Elementary School
  - 136 days overstated / 180 days in single track school year = 0.76 ADA
- Eastman Avenue Dual Language & Bilingual Spanish Elementary School
  - 101 days overstated / 180 days in single track school year = 0.56 ADA
- Fairburn Avenue Elementary School
  - 78 days overstated / 180 days in single track school year = 0.43 ADA
- Rio Vista Elementary School
  - 147 days overstated / 180 days in single track school year = 0.82 ADA
- South Park Elementary School
  - 163 days overstated / 180 days in single track school year = 0.91 ADA

Recommendation

We recommend that the schools offering Kindergarten understand and adhere to the District's policy by retaining evidence of the signed and dated parental agreement for continuance forms, approved in form and content by the CDE, for all students repeating kindergarten, prior to the start of the school year to support the inclusion of such pupils in the average daily attendance computation. We also recommend that the District strengthen its internal controls over the collection of kindergarten continuance forms by ensuring all schools offering Kindergarten have a system of identifying continuing kindergarten age students who have repeated or have already commenced kindergarten.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

In Spring 2019, an enhancement to the MiSiS progress report screen was initiated to provide a reminder about the required signed continuance form, and a link to the Kindergarten Continuance policy bulletin. This feature continues to be implemented in the 2019-20 school year. Additional MiSiS enhancements are being developed about eligibility for retention on the grade change screen. The Division of Instruction, in collaboration with the Information Technology Division, will implement a monitoring report that will be used by principals to identify retained kindergarten students and ensure that the proper continuance form is on file in the student cumulative records. Principals, Directors and Administrators of Instruction will continue to receive information about Kindergarten Continuance through the District communication portal.

The policy bulletin regarding Kindergarten Continuance will be updated to include the phrase kindergarten retention and an attachment with frequently asked questions. The update to the policy bulletin will address the new monitoring report and grade screen enhancements. This bulletin will be issued in the second semester of the 2019-20 school year with notices made to Principals, Directors, Administrators of Instruction, and School Administrative Assistants about the new policy.

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S-2019-004 – Independent Study – Attendance Computations

State Program: Attendance Accounting: Attendance Reporting

State Audit Guide Finding Codes: 10000 and 40000

Schools Affected

- City of Angels School

Criteria

California Education Code, Section 51747.5 (b) – School districts, charter schools, and county offices of education may claim apportionment credit for independent study only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certificated teacher.

California Education Code, Section 51747 (6) **-** A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

Condition, Cause and Effect

In our sample of one (1) school with independent study programs, we noted the following:

- **City of Angels School**

  - The school's record of attendance (ROA) showed 1 day of attendance for one (1) student; however, the school was not able to provide work samples. Therefore, we were not able to verify whether the work product was related to the assignment to which the work was undertaken and whether it reflected the curriculum adopted by the local governing board and not an alternative curriculum. The student's days were overreported by 1 day due to missing records.
  - The school's ROA showed 11 days of attendance for one (1) student; however, the school was not able to provide work samples. Therefore, we were not able to verify whether the work product was related to the assignment to which the work was undertaken and whether it reflected the curriculum adopted by the local governing board and not an alternative curriculum. The student's days were overreported by 11 days due to missing records.

- The school's ROA showed 16 days of attendance for one (1) student; however, the school was not able to provide work samples. Therefore, we were not able to verify whether the work product was related to the assignment to which the work was undertaken and whether it reflected the curriculum adopted by the local governing board and not an alternative curriculum. The student's days were overreported by 16 days due to missing records.
- A master agreement for one (1) student was not dated. Therefore, we could not verify the effective start date for which the student was enrolled in. The student's days were overreported by 60 days due to school oversight.
- Attendance for (1) student shows 8 days on the SMASR (Student Monthly Attendance Summary Report); however, the student's ROA shows 7 days. The student's days were overreported by 1 day due to school oversight.
- Attendance for (1) student shows 12 days on the SMASR; however, the student's ROA shows 11 days. The student's days were overreported by 1 day due to school oversight.
- Attendance for (1) student shows 15 days on the SMASR; however, the student's ROA shows 13 days. The student's days were overreported by 2 days due to school oversight.
- Attendance for (1) student shows 17 days on the SMASR; however, the student's ROA shows 16 days. The student's days were overreported by 1 day due to school oversight.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2018-005).

Questioned Costs

District's independent study school:

- Grades TK/K-3: 1 day/146 days = 0.01 ADA overstated * $10,897 = $109
- Grades 9-12: 92 days/146days = 0.63 ADA overstated * $12,226 = $7,702

- City of Angels School
  - Grades TK/K-3: 1 day overstated/146 days in single track school year
  - Grades 9-12: 92 days overstated/146 days in single track school year

Recommendation

We recommend that the District strengthen its review process over independent study to ensure that all elements of the master agreements are complete, and all records of attendance contain readily available corresponding pupil work products. We also recommend that the District provide proper training to ensure attendance is reported accurately and policies are adhered to.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

City of Angels administration accepts the audit findings and will continue to work with faculty using the professional development plan and self-audits previously developed.

Going forward the following enhancements will be taken:

1. Each fall semester provide professional development to smaller groups of faculty by region on average daily attendance workflows and procedures.
2. Provide one-on-one coaching and support when issues are identified from school or District audits.
3. Conduct training with each newly assigned teacher.
4. Conduct due diligence audits when anomalies in data are identified and/or as needed.
5. Continue monthly audits and balancing of teacher statistical reports and MiSiS attendance entry.
6. Combine formal audits with teacher's formal evaluation.
7. Work with staff relations for appropriate action when a performance issue is identified, and/or if immediate improvement does not occur with the employee after differentiated professional development.

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S-2019-005 – Attendance Accounting – Continuation Education – Attendance Computations

State Audit Guide Finding Codes: 10000 and 4000

School Affected

- Cheviot Hills Continuation High School

Criteria

Title 5, California Code of Regulations, Section 401(d) - In all classes for adults, continuation schools, and classes, and regional occupational centers and programs, attendance shall be reported to the supervising administrator at least once each school month.

California Education Code, Section 46300(a) - In computing average daily attendance of a school district or county office of education, there shall be included the attendance of pupils while engaged in educational activities required of those pupils and under the immediate supervision and control of an employee of the district or county office who possessed a valid certification document, registered as required by law.

California Education Code, Section 46170 - In continuation high schools and continuation education classes, a day of attendance is 180 minutes of attendance but no pupil shall be credited with more than 15 hours of attendance per school per week, proportionately reduced for those school weeks having weekday holidays on which classes are not held.

Condition, Cause and Effect

In our sample of three (3) continuation schools, we obtained the Student Monthly Attendance Summary Reports (SMASRs) for a sample of teachers for school month one (1). SMASRs are system-generated reports from the District's My Integrated Student Information System (MiSiS), a system utilized by the teachers to electronically input, submit and certify student attendance daily. We verified whether these SMASRs were reported accurately in the *Second Principal Report (P2)* and the *Annual Principal Report (P3)*. We obtained the monthly statistical reports where all the SMASRs are summarized, for our sampled schools and we verified whether the SMASRs were completely and accurately summarized. We then traced these monthly statistical reports to the Attendance Ledgers, which in turn were traced to the *Second Principal Report (P2)* and the *Annual Principal Report (P3)*.

To test the integrity of the data reported in the sampled SMASRs, we selected a sample of absences from notes, phone logs and other absence records and compared them to the SMASRs to verify that they were not included in the calculation of Average Daily Attendance reported in the P2. In addition, since the SMASRs are generated through MiSiS, we also tested the system's general internal controls which included but were not limited to appropriate access controls.

We noted the following findings:

- **Cheviot Hills Continuation High School -** Of the 1,032.2 hours (334 days) of attendance and 42 days of absences sampled and tested we noted the following findings:
  - Attendance for twenty-five (25) students was overstated by 6,700 minutes (111.67 hours) or 37.22 days due to manual attendance procedures.

Questioned Costs

37.22 days / 146 days = 0.25 ADA overstated * $12,266 = $3,067

- Cheviot Hills Continuation High School – 37.22 days overstated / 146 days in single track school year = 0.25 ADA

Recommendation

We recommend that the District strengthen its review process over student attendance reporting to ensure that the reports accurately reflect student attendance data. We also recommend that the District continue to provide adequate attendance reporting training to the schools so that proper attendance reporting procedures are adhered to.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

Beginning with the 2019-20 school year, Cheviot Hills Continuation High School has eliminated the manual attendance procedure and will only use MiSiS to record student attendance. In addition, Local District West staff will provide training on proper attendance and absence reporting procedures by January 2020.

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S-2019-006 – Ratio of Administrative Employees to Teachers

State Audit Guide Finding Codes: 40000

Criteria

California Education Code, Section 41402 – The maximum ratios of administrative employees to each 100 teachers in the various types of school districts shall be as follows: *(b)* In unified school districts – 8.

Condition, Cause and Effect

We noted that based on the District's administrative employee-to-teacher ratio analysis that the number of administrative employees per hundred teachers is 12.12, which exceeds the allowable ratio set forth in Education Code section 41402, which for the District is 8.

The District exceeded the allowable ratio due in part to a large number of school-site instructional support positions (but are not assigned a classroom or carrying a roster) and school support staff who are placed in Local Districts and Central Offices are considered administrators for purposes of the ratio calculation.

Employees filling these positions are on leave from their regular classroom/school assignment. These positions are necessary and critical to the District's mission to influence student outcomes and improve teaching and learning.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2018-008).

Questioned Costs

Per AB-75 School Finance: Education Omnibus Trailer Bill, a school district with average daily attendance of more than 400,000 as of the 2016 - 17 second principal apportionment, shall be exempt from any penalties calculated pursuant to Section 41404 of the Education Code for the 2019 - 20 and 2021 - 22 fiscal years.

The District is granted this exception as their second principal apportionment average daily attendance is 412,434.42.

As such, the calculation of questioned costs is not applicable.

Recommendation

We recommend that the District strengthen controls over the adherence of the administrative employees to teacher's ratio requirement.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

The District will implement the following corrective actions:

- In order to address the R2 ratio and maintain the same level of safety and service to schools, Local Districts and Central offices need to stabilize the current number of non-federally funded administrators. The District will continue to monitor the ratio utilizing the current freeze waiver process requiring approval before any certificated administrative position is established.
- The Office of Government Relations will continue to engage our legislative leadership and the Department of Finance to explore statutory changes in the Ratio of Administrative Employees to Teachers (R2) requirements.

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S-2019-007 – Apprenticeship

State Audit Guide Finding Codes: 43000

Trades Affected

- Brickmasons – Brickmasons Apprenticeship Training Trust
- Elevators – Northern California Elevator Joint Apprenticeship (Local 8)
- Tradeshows – California Tradeshow & Sign Crafts Joint Apprenticeship (Local 510 & 831)

Criteria

California Education Code, Section 8150.5 - Attendance of apprentices enrolled in any class maintained by a local educational agency, pursuant to Section 3074 of the Labor Code, shall be reimbursed pursuant to Section 8152 only if reported separately to the Chancellor of the California Community Colleges. Attendance reported pursuant to this section shall be used only for purposes of calculating allowances pursuant to Section 8152.

California Education Code, Section 8152(g) - The initial allocation of hours made pursuant to subdivision (e) for related and supplemental instruction at the beginning of a fiscal year, when multiplied by the hourly reimbursement rate, shall equal 100 percent of the total appropriation for apprenticeships. The Chancellor of the California Community Colleges shall notify participating local educational agencies of the initial allocation within 30 days of the enactment of the annual Budget Act.

California Education Code, Section 79149.3(a) – The reimbursement rate for related and supplemental instruction reimbursed pursuant to this article shall be established in the annual Budget Act and the rate shall be commonly applied to all providers of instruction specified in subdivision (e).

Condition, Cause and Effect

In our sample of five (5) apprenticeship trades, we selected a sample of students from each trade from school month four in the summary report used to submit the *Annual Principal Report (P3)* for which related supplemental instruction hours were reported. We traced individual student sign-in sheets to the summary hours reported per trade for school month four. We then traced the summary report used to submit the *Annual Principal Report (P3).*

We noted the following findings:

- **Brickmasons -** Of the 1,411 hours of attendance, 1,411 hours sampled and tested, we noted the following finding:
  - Attendance for thirty-three (33) students were overstated by 159.85 hours due to misreporting by the trade.

- **Elevators (Local 8) -** Of the 10,322 hours of attendance, 435 hours sampled and tested, we noted the following finding:
  - Attendance for three (3) students were overstated by 15 hours due to misreporting by the trade.

- **Tradeshows (Local 510 & 831) -** Of the 10,024 hours of attendance, 2,848 hours sampled and tested, we noted the following finding:
  - Attendance for one (1) student was overstated by 8 hours from Tradeshows (Local 510) due to misreporting by the trade.

These findings are repeat findings, having been reported previously at June 30, 2018 (S-2017-007) for the elevators trade.

Questioned Costs

182.85 hours * $6.26 = $1,144.64 (80% Trades = $915.71, 20% District = $228.93)

- Brickmasons – 159.85 hours overstated:
  - 159.85 hours * $6.26 = $1,000.66 (80% Brickmasons = $800.53, 20% District = $200.13)

- Elevators (Local 8) - 15 hours overstated:
  - 15 hours * $6.26 = $93.90 (80% Sheet Metal = $75.12, 20% District = $18.78)

- Tradeshows (Local 510) - 8 hours overstated:
  - 8 hours * $6.26 = $50.08 (80% Elevators = $40.06, 20% District = $10.02)

Recommendation

We recommend that the District maintain its review process over the retention of sign-in sheets and compilation of the *Apprenticeship Student Hours* to ensure that the reports accurately reflect student attendance data.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

The Division of Adult and Career Education (DACE) accepts the audit findings and is committed to the implementation of a systematic and consistent monitoring of student attendance hours and claims for reimbursement. DACE will continue to follow the recommendations of the Community Colleges Chancellors Office and Department of Education for Electronic Attendance Accounting for Related and Supplemental Instruction Hours (RSI) for Apprenticeship Programs. Beginning in December 2019, District staff will conduct a monthly check of five (5) students each, from five (5) different trades. This monthly check will include review of sign-in sheets to ensure they match with the electronic or other forms of attendance record. Additional staffing has been added to support fiscal record keeping.

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S-2019-008 – California Clean Energy Jobs Act

State Audit Guide Finding Codes: 40000

Program Affected

- **California Clean Energy Jobs Act Fund (Proposition 39 Fund)**

Criteria

Public Resources Code, Section 26235(f) **-**The Superintendent of Public Instruction shall not distribute funds to an LEA unless the LEA has submitted to the Energy Commission, and the Energy Commission has approved, an expenditure plan that outlines the energy projects to be funded. An LEA shall utilize a simple form expenditure plan developed by the Energy Commission. The Energy Commission shall promptly review the plan to ensure that it meets the criteria specified in this section and in the guidelines developed by the Energy Commission. A portion of the funds may be distributed to an LEA upon request for energy audits and other plan development activities prior to submission of the plan.

Public Resources Code, Section 26206(i) **-** Eligible expenditures include costs associated with technical assistance, and with reducing project costs and delays, such as development and implementation of processes that reduce the costs of design, permitting or financing, or other barriers to project completion and job creation.

Condition, Cause and Effect

In our sample of Proposition 39 payroll expenditures, we selected seventeen (17) employees for which charges were made to the Proposition 39 fund. We traced individual employee time sheets to the summary hours reported and traced each project for which charges were made into the approved energy expenditure plans.

We noted the following findings:

- Payroll expenditures for two (2) employees were erroneously overcharged to the Proposition 39 fund due to incorrect calculation of prorated hours. The total of the overcharges amounted to $67.18.

- Payroll expenditures for two (2) employees were charged to the Proposition 39 based on initial timesheets submitted by the employees. The employees' time were subsequently adjusted to remove all Proposition 39 charges, but this adjustment was not reflected in the Proposition 39 expenditure detail. As such, the Proposition 39 funds were overcharged due to an allocation oversight. The total of the overcharges amounted to $8.40.

Questioned Costs

Total nonqualifying amount for salary transfer posting: $75.58

Recommendation

We recommend that the District maintain its review process over the payroll postings of charges which are made to the Proposition 39 fund to ensure all charges are accurate. We also recommend that the District strengthen its controls to ensure all employee timesheet adjustments are properly reflected in the Proposition 39 fund.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

Adjustments have been processed to correct the identified overcharges made to the program funds. Moving forward, Program Controls will ensure that calculations are reviewed for completeness and accuracy prior to posting. This will be accomplished by including an additional level of review. A reconciliation process will be in place to address any variances.

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S-2019-009 – After School Education and Safety Program

State Program: After School Education and Safety Program

State Audit Guide Finding Codes: 40000

Schools Affected

- 10th Street Elementary
- Alta Loma Elementary
- Carthay Elementary of Environmental Studies Magnet
- Dayton Heights Elementary
- El Sereno Middle School
- Fletcher Drive Elementary
- Fries Avenue Elementary
- Griffith Middle School STEAM Magnet
- Humphreys Avenue Elementary
- Kittridge Street Elementary
- Leland Street Elementary
- Limerick Avenue Elementary
- Miles Avenue Elementary
- Mount Gleason Middle School
- Nora Sterry Elementary
- Northridge Middle School
- Telfair Avenue Elementary
- Wilton Place Elementary
- Wilmington Park Elementary

Criteria

California Education Code 8483(a) – (1) Every after school component of a program established pursuant to this article shall commence immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week at least until 6:00 p.m. on every regular school day. Every after school component of the program shall establish a policy regarding reasonable early daily release of pupils from the program. For those programs or school sites operating in a community where early release policy does not meet the unique needs of that community or school, or both, documented evidence may be submitted to the department for an exception and a request for approval of an alternative plan.

(2) It is the intent of the Legislature that elementary school and middle school or junior high school pupils participate in the full day of the program every day during which pupils participate, except as allowed by the early release policy pursuant to paragraph (1) of this section or paragraph (2) of subdivision (f) of Section 8483.76.

California Education Code 8483.1 (a) – (1) Every before school program component established pursuant to this article shall in no instance operate for less than one and one-half hours per regular school day. Every program shall establish a policy regarding reasonable late daily arrival of pupils to the program.

(2) (A) It is the intent of the Legislature that elementary school pupils participate in the full day of the program every day during which pupils participate and that pupils in the middle or junior high school attend a minimum of six hours a week or three days a week to accomplish program goals, except when arriving late in accordance with the late arrival policy or as reasonably necessary.

(2) (B) A pupil who attends less than one-half of the daily program hours shall not be accounted for the purposes of the attendance.

California Education Code 8482 – The purpose of this program is to create incentives for establishing locally driven before and after school enrichment programs both during schooldays and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive alternatives for youth. The term public school includes charter schools.

Condition, Cause and Effect

On a sample basis, we tested attendance documentation of 19 schools and 2,780 days of attendance for students who participated in the After/Before School Education and Safety Program. We examined the attendance records for the selected students and verified whether the attendance reporting was complete and accurate. We also verified whether the selected students complied with the attendance requirements established by the District, as required by the California Education Code. We noted the following exceptions:

<u>After School Component of the Program</u>

On a sample basis, we tested the attendance documentation of 10 schools and 1,670 days of attendance in the after school component of the After School Education and Safety Program.

There were one hundred and four (104) students in eight (8) schools that did not comply with the established early release policy. As a result, the following schools had students that did not participate in the full day of the after school program on every day during which pupils participated.

- **El Sereno Middle School –** Twenty-six (26) students did not participate in the full period of the after school program for a total of eighty-two (82) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Fries Avenue Elementary** – Twenty-four (24) students did not participate in the full period of the after school program for a total of sixty-one (61) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Griffith Middle School STEAM Magnet** – Twelve (12) students did not participate in the full period of the after school program for a total of thirty-one (31) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Humphreys Avenue Elementary** – Fifteen (15) students did not participate in the full period of the after school program for a total of twenty-nine (29) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Mount Gleason Middle School** – Eight (8) students did not participate in the full period of the after school program for a total of fourteen (14) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Nora Sterry Elementary –** Two (2) students did not participate in the full period of the after school program for a total of two (2) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.

- **Northridge Middle School** – Five (5) students did not participate in the full period of the after school program for a total of nineteen (19) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.
- **Wilmington Park Elementary** – Twelve (12) students did not participate in the full period of the after school program for a total of seventeen (17) days that they participated and there were no properly filled out early release forms to explain why such requirements were not complied with.

We obtained the ASES Attendance Reports, which the District uses to report attendance, and compared the total attendance reported in the Monthly Attendance Report (MAR) for the schools for a sampled week during the school year 2018-2019. Additionally, we tested the completeness and accuracy of the reports by selecting a sample of students and tracing the same students to attendance records and vice versa. We noted the following exceptions:

- **El Sereno Middle School** – Lack of supporting information (i.e., sign-in time, sign-out time) of one (1) student to produce the attendance record for a total of one (1) day but marked present on the MAR.
  - MAR was overstated by 2 days, compared to the sign in sheets for the total counted present days.
- **Fries Avenue Elementary** – Lack of supporting information (i.e., sign-in time, sign-out time) of seven (7) students to produce the attendance records for a total of thirty (30) days but marked present on the MAR.
  - MAR was overstated by 95 days, compared to the sign in sheets for the total counted present days.
- **Griffith Middle School STEAM Magnet** – Lack of supporting information (i.e., sign-in time, sign-out time) of one (1) student to produce the attendance records for a total of three (3) days but marked present on the MAR.
- **Mount Gleason Middle School** – Lack of supporting information (i.e., sign-in time, sign-out time) of six (6) students to produce the attendance records for a total of seven (7) days but marked present on the MAR.
- **Northridge Middle School** – Lack of supporting information (i.e., sign-in time, sign-out time) of one (1) student to produce the attendance record for a total of one (1) day but marked present on the MAR.
  - MAR was overstated by 3 days, compared to the sign in sheets for the total counted present days.

<u>Before School Component of the Program</u>

On a sample basis, we tested the attendance documentation of 9 schools and 1,110 days of attendance in the before school component of the Before School Education and Safety Program.

There were two (2) students in two (2) schools that did not comply with the established late arrival policy. As a result, the following elementary schools had students that did not participate in the full duration of the before school program on every day during which pupils participated:

- **Kittridge Street Elementary** – One (1) student did not participate in the full period of the before school program for a total of sixteen (16) days that was participated and there were no properly filled out late arrival forms to explain why such requirements were not complied with.
- **Limerick Avenue Elementary –** One (1) student did not participate in the full period of the before school program for a total of nineteen (19) days that was participated and there were no properly filled out late arrival forms to explain why such requirements were not complied with.

We obtained the ASES Attendance Reports, which the District uses to report attendance, and compared the total attendance reported in the Monthly Attendance Report (MAR) for the schools for a sampled week during the school year 2018-2019. Additionally, we tested the completeness and accuracy of the reports by selecting a sample of students and tracing the same students to attendance records and vice versa. We noted the following exceptions:

- **Miles Avenue Elementary -** Lack of supporting information (i.e., sign-in time, sign-out time) of three (3) students to produce the attendance records for a total of twelve (12) days but marked present on the MAR.
  - MAR was overstated by 25 days, compared to the sign in sheets for the total counted present days.
- **Telfair Avenue Elementary -** Two (2) students were marked absent for a total of four (4) days on the sign-in sheet but marked present on the MAR.
- **Wilton Place Elementary -** One (1) student was marked absent for a total of five (5) days on the sign-in sheet but marked present on the MAR.

Questioned Costs

As a result of our testing, the over and under reporting of attendance were summarized in the Condition, Cause and Effect section above. The California Department of Education will determine the impact of the above exceptions on the After School Education and Safety Program funding, if there is any.

Recommendation

We recommend that the District strengthen its procedures on attendance documentation for the After School Education and Safety program. The District should ensure that the agencies performing the services for these programs are aware of the District's policies, specifically on maintaining accurate attendance records and retain supporting documentation for instances in which students arrive to the programs late or leave early.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

Beyond the Bell Branch (BTB) will continue to work with District staff and agency contractors to strengthen its policies and procedures on attendance reporting and documentation of Early Release/Late Arrival policies. BTB will implement the following procedures to ensure documentation of reported attendance figures are readily available, complete and accurate:

1. Agency contractors and program personnel at schools affected by this audit will be required to attend a training meeting scheduled in February 2020.
2. Agency contractors and program personnel providing services at all District sites will be required to attend a training meeting scheduled in March 2020.
3. BTB administrators and traveling supervisors will be required to attend a training meeting scheduled in February 2020. The training will be offered to ensure they understand their responsibilities when monitoring agencies.
4. BTB administrators and traveling supervisors will conduct random reviews/audits of "Monthly Attendance Reports" throughout the year.

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S-2019-010 – Unduplicated Local Control Funding Formula Pupil Counts

State Program: Unduplicated Local Control Funding Formula Pupil Counts

State Audit Guide Finding Code: 40000

Schools Affected

- Abraham Lincoln Senior High
- Belmont Senior High
- Benjamin Franklin Senior High
- Cabrillo Avenue Elementary
- Chester W. Nimitz Middle
- Commonwealth Avenue Elementary
- Downtown Business High
- Foshay Learning Center
- Francisco Bravo Medical Magnet High
- Fries Avenue Elementary
- Grant Elementary
- Phineas Banning Senior High
- Pio Pico Middle
- Ramon C. Cortines School of Visual and Performing Arts
- San Pedro Senior High
- Santee Education Complex
- Sixth Avenue Elementary
- Thomas Starr King Middle School Film and Media Magnet
- Toland Way Elementary
- University High School Charter
- Virgil Middle
- William R. Anton Elementary

Criteria

California Education Code, Section 2574(b)(3)(A): In determining the enrollment percentage of unduplicated pupils, under procedures and timeframes established by the Superintendent, commencing with the 2013-14 fiscal year, a county superintendent of schools annually shall report the enrollment of unduplicated pupils, pupils classified as English learners, pupils eligible for free and reduced-price meals, and foster youth in schools operated by the county superintendent of schools to the Superintendent using the California Longitudinal Pupil Achievement Data System (CALPADS).

(B): The Superintendent shall make the calculations pursuant to this section using the data submitted through the CALPADS.

Condition, Cause and Effect

On a sample basis, we tested the Free or Reduced Price Meal (FRPM) and English Learner (EL) eligibility of 3,515 students from 145 schools from the "1.18 – FRPM / English Learner / Foster Youth – Student List" reported in the CALPADS. We examined supporting documentation for the selected students and verified their respective eligibility.

Of the 3,515 students tested, 1,963 students were selected for verification of their Free and Reduced Price Meal (FRPM) eligibility as "181 - Free" or "182 - Reduced", 643 students were selected for verification of their English Learner "EL", and 909 students were selected for verification of either FRPM or EL eligibility in accordance with the audit guide.

Based on our testing, we noted that thirty-five (35) students from the District's schools, and one (1) student from the District's Dependent Charter School were reported as Free or Reduced or English Learner eligible but were unsupported as Free or Reduced or English Learner eligible. The cause of the error in reporting into CALPADS stems from the District handling multiple sets of data/records which reports the eligibility of students. This process has led to these students initially being reported as Free or Reduced eligible or English Learner, but their records were not updated to reflect they were ineligible to continue being designated as such.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Schedule of Findings and Questioned Costs

June 30, 2019

The exceptions noted were extrapolated to the FRPM and EL population of the District Schools and Dependent Charter School in question based on the error rate of the samples selected. The following is the extrapolated impact on the District Schools and Dependent Charter School's UPC and UPP:

School	* Total Enrollment Applied	* UPC Applied	UPP	UPC adjusted based on eligibility of FRPM	UPC adjusted based on eligibility for EL funding	UPC adjusted based on eligibility for both FRPM and EL		Adjusted total UPC	Adjusted UPP
Los Angeles Unified School District	1,381,025	1,180,443	85.48%	(350)	-	-	**	1,180,093	85.45%
Abraham Lincoln Senior High	3,189	3,012	94.45%	(3)	-	-		3,009	94.36%
Belmont Senior High	2,825	2,682	94.94%	-	(2)	-		2,680	94.87%
Benjamin Franklin Senior High	4,227	3,867	91.48%	(1)	-	-		3,866	91.46%
Cabrillo Avenue Elementary	1,150	1,046	90.96%	(1)	-	-		1,045	90.87%
Chester W. Nimitz Middle	4,675	4,365	93.37%	-	(2)	-		4,363	93.33%
Commonwealth Avenue Elementary	1,922	1,713	89.13%	-	(1)	-		1,712	89.07%
Downtown Business High	3,106	2,456	79.07%	(3)	-	-		2,452	78.94%
Foshay Learning Center	5,685	5,275	92.79%	(1)	-	-		5,273	92.75%
Francisco Bravo Medical Magnet High	5,569	4,746	85.22%	(2)	-	-		4,744	85.19%
Fries Avenue Elementary	1,490	1,417	95.10%	(4)	-	-		1,412	94.77%
Grant Elementary	1,534	1,439	93.81%	(1)	-	-		1,438	93.74%
Phineas Banning Senior High	6,936	6,221	89.69%	(1)	-	-		6,219	89.66%
Pio Pico Middle	1,521	1,416	93.10%	(1)	-	-		1,414	92.97%
Ramon C. Cortines School of Visual and Performing Arts	3,963	2,973	75.02%	(1)	(1)	-		2,971	74.97%
San Pedro Senior High	7,351	4,897	66.62%	-	(1)	-		4,896	66.60%
Santee Education Complex	5,682	5,445	95.83%	(1)	-	-		5,444	95.81%
Sixth Avenue Elementary	1,636	1,538	94.01%	(1)	-	-		1,537	93.95%
Thomas Starr King Middle School Film and Media Magnet	6,019	4,504	74.83%	(1)	-	-		4,503	74.81%
Toland Way Elementary	970	833	85.88%	(1)	(1)	-		831	85.67%
Virgil Middle	3,305	3,153	95.40%	(3)	-	-		3,150	95.31%
William R. Anton Elementary	2,046	1,906	93.16%	(1)	-	-		1,905	93.11%
University High School Charter (Dependent Charter)	1,511	1,124	74.39%	(9)	-	-		1,115	73.79%
University High School Charter (Dependent Charter)	1,511	1,124	74.39%	(1)	-	-		1,123	74.32%

* Total is the sum of the last two prior years and current year results.

** The adjustment represents the extrapolated impact of the error on the District's UPC. Refer to the Questioned Costs section for additional details.

Questioned Costs

We determined the total impact of the thirty-five (35) findings on the District, and one (1) finding on the Dependent Charter School by extrapolating the noted errors to the total UPC. We determined that the total extrapolated impact on the District's UPC is 350, and for the Dependent Charter School is 9.

We decreased the District's UPC by the extrapolated impact of 350 students and calculated an Adjusted UPC of 85.45%.

We applied the Adjusted UPC to the District's LCFF State Aid, Adjusted for Minimum State Aid Guarantee for fiscal year 2018 - 19, and we computed total questioned costs to be $501,233.

We also decreased the Dependent Charter School's UPC by the extrapolated impact of 9 students and calculated an Adjusted UPC of 73.78%.

We applied the Adjusted UPC to the Dependent Charter School LCFF State Aid, Adjusted for Minimum State Aid Guarantee for fiscal year 2018 - 19, and we computed total questioned costs to be $15,639.

Recommendation

We recommend the District implement a more effective system of collecting eligibility data/records and perform an adequate review before uploading into CALPADS to ensure all records have been properly updated to reflect the students' most recent designation.

Views of Responsible Officials, Planned Corrective Actions, and Contact Information

The following corrective actions will be taken:

Economic Disadvantage Status: Free and reduced meal eligibility, household income verification, and program participation in at-risk categories (migrant, foster, homeless)

The State Reporting Services Branch (SRSB), in collaboration with the More Than a Meal Team and Information Technology Division (ITD), is moving from the interim two-tier iterative approach of verifying student meal-eligibility records to an electronic meal eligibility identification system. The new system will be the source for the reporting of student LCFF eligibility to CALPADS. Because some of the data sources reporting rules and validations are still under review, this system will not be automated until the end of the 2019-20 school year.

English Learner Status

The SRSB will ensure that the data between the District and the State is aligned by using *Certify*, a report tool that assists schools identify records with missing or inconsistent data. School staff assigned to specific programs receive emails twice a week with the counts of identified errors and the specific student records to be corrected. SRSB will continue to run discrepancy reports to identify records that need resolution. This time consuming process will require verification and correction of records on an individual record basis, depending on the type of discrepancy. The SRSB will contact schools and other LEAs for clarification and documentation, and make necessary corrections. The SRSB will also continue to work with ITD regarding student identification issues.

The Multilingual and Multicultural Education Department (MMED), in collaboration with the Student Testing Branch (STB), will provide all Local District EL coordinators/designee with support needed to ensure all eligible EL students are identified and assessed by generating student eligibility reports from My Integrated Student Information System (MiSiS) and Test Operations Management System (TOMS). MMED will regularly communicate any findings with LD EL coordinators via conference call, face-to-face meeting, and/or email. In addition, the MMED will contact schools directly to provide additional support as needed if it appears that student have not taken the summative/annual EL assessment by the end of the testing window.

Moving Forward

SRSB and MMED along with STB will continue to closely monitor the meal code eligibility system and English Learner status, respectively, to improve the process as necessary.

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Section V - Findings Relating to the Prior Year Basic Financial Statements which are Required to be Reported in Accordance with Government Auditing Standards

None.

Section VI - Findings and Questioned Costs Related to Federal Awards

1. **Finding F-2018-001 – Cost Principles – Payroll Certifications and Documentation for Specially Funded Employee Positions**

   Program Identification

   School Breakfast Program, National School Lunch Program, Summer Food Service Program for Children, U.S. Department of Agriculture, passed through the California Department of Education, CFDA Nos. 10.553, 10.555, 10.559, PCA Nos. 13525, 13526, 13523, 13524, 13755, 13004, 13006;

   Title I Grants to Local Educational Agencies, U.S. Department of Education, passed through California Department of Education, CFDA No. 84.010, PCA No. 14329;

   School Improvement Grants, U.S. Department of Education, passed through California Department of Education, CFDA No. 84.377, Grant Agreement Nos. 14-15248-6473-00 and 16-15364-6473-00.

   Recommendation

   We recommend that the District continue to provide ongoing training to appropriate personnel on the updated procedures and include a process to monitor compliance with those procedures.

   Current Status

   The District has implemented the corrective action plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (F-2019-001), but for different programs.

2. **Finding F-2018-002 – Eligibility – Verification Requirements**

   Program Identification

   Child Care and Development Fund: Child Care and Development Block Grant, Child Care Mandatory and Matching Funds of the Child Care and Development Fund, U.S. Department of Health and Human Services, passed through California Department of Education, CFDA Nos. 93.575 and 93.596, Grant Agreement Nos. CSPP-7215 and CCTR-7101, PCA Nos. 15136 and 13609.

   Recommendation

   We recommend that the District continue to strengthen its monitoring process to ensure that student files are reviewed on a regular basis in order to comply with the regulations and the District's policies and procedures. The District should also continue to provide training sessions for the center managers to ensure that they are aware of the federal requirements in relation to eligibility and fee calculation.

Current Status

Implemented.

3. **Finding F-2018-003 – Reporting**

Program Identification

Child Care and Development Fund: Child Care and Development Block Grant, Child Care Mandatory and Matching Funds of the Child Care and Development Fund, U.S. Department of Health and Human Services, California Department of Education, CFDA Nos. 93.575 and 93.596, Grant Agreement Nos. CSPP-7215 and CCTR-7101, PCA Nos. 15136 and 13609.

Recommendation

We recommend that the District strengthen its processes to ensure that attendance records are reported accurately.

Current Status

Implemented.

4. **Finding F-2018-004 – Special Tests and Provisions – Annual Report Card, High School Graduation Rate**

Program Identification

Title I Grants to Local Educational Agencies, U.S. Department of Education, passed through California Department of Education, CFDA No. 84.010, PCA No. 14329.

Recommendation

We recommend the District continue to strengthen its controls over enrollment status by providing adequate training/monitoring to ensure that student records are accurate.

Current Status

The District has implemented the corrective action plan as stipulated in their response to the prior year audit finding, with the exception of one item. The planned corrective action to update the Parent Assurance Letter (PAL) to include the withdrawal code next to the options listed was not implemented due to a clean-up in withdrawal codes and leave reasons used in MiSiS. The plan to include the leave code next to the descriptor of the PAL is projected to be implemented for the 2020-21 school year.

This is a repeat finding which has been reported in the current year (F-2019-002). However, the nature of this procedure requires a one-year look-back, and as such corrective actions from prior years would have a delayed impact.

Section VII – Findings and Questioned Costs Relating to State Awards

S-2018-001 Regular and Special Day Classes – Elementary Schools – Attendance Computations

State Program: Attendance Accounting: Attendance Reporting

State Audit Guide Finding Codes: 10000 and 40000

Schools Affected

- Albion Street Elementary School
- Flournoy Elementary School
- Latona Avenue Elementary School
- San Gabriel Avenue Elementary School

Recommendation

We recommend that the District continue to strengthen its controls over implementing District policies over student attendance reporting. Furthermore, we recommend that the District continue to provide adequate attendance reporting training to the schools, so that proper attendance reporting procedures are adhered to.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-001) but for different schools.

S-2018-002 Regular and Special Day Classes – Secondary Schools – Attendance Computations

State Program: Attendance Accounting: Attendance Reporting

State Audit Guide Finding Codes: 10000 and 40000

Schools Affected

- Dodson Gifted Magnet
- Drew Middle School
- Dymally Senior High
- Garfield Senior High
- Hamilton Senior High
- Hollywood Senior High
- Jordan Senior High
- Obama Global Preparation Academy
- Panorama Senior High
- Roy Romer Middle School
- Stevenson Middle School

Recommendation

We recommend that the District continue to strengthen its controls over implementing District policies over student attendance reporting. Furthermore, we recommend that the District continue to provide adequate attendance reporting training to the schools so that proper attendance reporting procedures are adhered to.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-001) but for different schools.

S-2018-003 – Teacher Certification and Misassignments

State Audit Guide Finding Codes: 40000 and 71000

Schools Affected
- Alexander Hamilton Senior High
- Hollywood Senior High
- Panorama Senior High

Recommendation

We recommend that the schools and District strengthen controls to ensure that the teachers are assigned to teach in a position consistent with the authorization of his/her certification.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-002) but for different schools and teachers.

S-2018-004 – Kindergarten Continuance

State Audit Guide Finding Codes: 40000

Schools Affected
- Ascot Avenue Elementary School
- Beethoven Street Elementary School
- Playa Vista Elementary School
- Wonderland Avenue Elementary School

Recommendation

We recommend that the schools adhere to the District's policy by retaining evidence of the signed and dated parental agreement to continue forms, approved in form and content by the CDE, for all students repeating kindergarten prior to the start of the school year to support the inclusion of such pupils in the average daily attendance computation.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-003) but for different schools.

S-2018-005 Independent Study – Attendance Computations

State Program: Attendance Accounting: Attendance Reporting

State Audit Guide Finding Codes: 10000 and 40000

Schools Affected

- City of Angels School

Recommendation

We recommend that the District strengthen its review process over independent study to ensure that all course subjects taught to students are properly included in their master agreements prior to the commencement of independent study, and to ensure attendance is reported accurately.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-004) but for different schools and teachers.

S-2018-006 – After School Education and Safety Program

State Program: After School Education and Safety Program

State Audit Guide Finding Codes: 40000

Schools Affected

- Arroyo Seco Museum Science Magnet
- Burbank Middle School
- Burroughs Middle School
- Canterbury Elementary
- Clinton Middle School
- Curtiss Middle School
- Drew Middle School
- Granada Elementary
- Hope Elementary
- Kim Academy (Young Oak)
- Lawrence Middle School
- Lorena Elementary
- Los Angeles Academy Middle School
- Madison Middle School
- Malabar Elementary
- Miller Elementary
- Mountain View Elementary
- Reed Middle School
- Romer Middle School
- San Gabriel Elementary
- Sharp Elementary
- Stanford Elementary
- Stevenson Middle School
- Union Elementary
- Virginia Elementary
- White Elementary
- Wisdom Elementary

Recommendation

We recommend that the District strengthen its procedures on attendance documentation for the After School Education and Safety program. The District should ensure that the agencies performing the services for these programs are aware of the District's policies, specifically on maintaining accurate attendance records. We also recommend for the District to continue performing agency visits to ensure compliance with the established policies and develop and maintain auditable supporting documentations that leave an audit trail for students who cannot have a timely participation in the program.

Current Status

The District has partially implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. The District conducted site visits to monitor compliance with procedures but has not addressed attendance and early release forms for all site visit monitoring activities. This is a repeat finding which has been reported in the current year (S-2019-009) but for different schools.

S-2018-007 – Apprenticeship

State Audit Guide Finding Codes: 40000

Trades Affected

- Elevators – National Elevator Industry Educational Program
- Sheet Metal – Joint Apprenticeship & Training Committee

Recommendation

We recommend that the District maintain its review process over the retention of sign-in sheets and compilation of the *Apprenticeship Student Hours* to ensure that the reports accurately reflect student attendance data.

Current Status

Partially implemented. The Division of Adult and Career Education has hired a Financial Analyst to review and verify electronic attendance with signature enrollment to ensure data is accurate and tally accordingly. The District has not fully implemented the review of trades' attendance record keeping system and will do so by mid-year of the 2019-20 school year. This is a repeat finding which has been reported in the current year (S-2019-007) but for different trades.

S-2018-008 – Ratio of Administrative Employees to Teachers

State Audit Guide Finding Codes: 40000

Recommendation

We recommend that the District strengthen controls over the adherence of the administrative employees to teacher's ratio requirement.

Current Status

The District has implemented the Corrective Action Plan as stipulated in their response to the prior year audit finding. This is a repeat finding which has been reported in the current year (S-2019-006).

INDEPENDENT AUDITOR’S MANAGEMENT LETTER

SIMPSON & SIMPSON
CERTIFIED PUBLIC ACCOUNTANTS

FOUNDING PARTNERS
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December 13, 2019

The Honorable Board of Education
Los Angeles Unified School District
Los Angeles, California

Members of the Board:

In planning and performing our audit of the financial statements of the **Los Angeles Unified School District** (District) as of and for the year ended June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Although not considered to be significant deficiencies or material weaknesses, we also noted certain items during our audit, which we would like to bring to your attention. These comments are summarized in the following report to management on page 199. Our observations and recommendations have been discussed with appropriate members of management and are intended to strengthen internal controls and operating efficiency.

This communication is intended solely for the information and use of the Board of Education, District management, the State Controller's office, federal awarding agencies, and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Simpson & Simpson

The Honorable Board of Education
Los Angeles Unified School District
December 13, 2019

Current Year Management Letter Comments

ML-2019-001 - Vendor Record Access

Condition

Four (4) payroll personnel have access to create a vendor and change/update a vendor within the SAP accounting payable module using the Create Vendor (FK01) and the Change Vendor (FK02) transactions respectively.

We were informed by ITD that to remit garnishment withholdings, the above payroll personnel are required to establish the employee with garnishment as a vendor within SAP's accounts payable module.

However, this condition adversely impacts maintaining adequate segregation of duties.

Recommendation

The creation and change/update of a vendor account/record for a garnishment recipient/payee should be migrated to the Procurement department as they are the owner of the Create Vendor (FK01) transaction and data.

Management Response

Payroll Services will work with Procurement Services to transition the responsibility of creating and maintaining vendor accounts for garnishment recipients. ITD will assist in this effort by providing the appropriate security roles and working with Payroll to implement a process to ensure Payroll has the necessary garnishment information to run payroll efficiently without delays.

ML-2019-002 - Process Timekeeping Access

Condition

Our review of access to the Process Timekeeping (CAT2) production transactions revealed five (5) retiree personnel with access to the Process Timekeeping (CAT2) production transaction.

We were informed that removing CAT2 access for these retirees was missed due to a GRC (Governance Risk Compliance) system malfunction. However, a time expiration date was placed on these user's accounts subsequent to auditor notification. Also, as their respective SSO (Single Sign On) network access was deleted upon their termination, the risk of unauthorized access by these individuals is reduced.

Recommendation

SAP transaction access for terminated users (e.g., Retirees) should be removed or expired in a timely manner.

Current Year Management Letter Comments

Management Response

An automated process is in place to remove SAP roles from retirees and separated employees in a timely manner. This condition occurred due to a break in the process caused by two GRC change requests. Upon notification SAP Security Team proceeded to date delimit the SAP user master record of these 5 users and confirmed that these 5 employee's SSO account was deactivated once they were separated. Even though they had PA30 access they cannot log into SAP. This system defect has been addressed and resolved.

The two change requests that caused a break-fix in the process were SharePoint request #8820-Update GRC BRF+ HR Trigger Rehire for Additional Assignments and SharePoint request #8860-Update GRC BRF+ HR Trigger for 3 HR Master Data Scenarios.

ML-2019-003 - Business Continuity Planning

Condition

Business Continuity Plans (BCP) address the requirements for resilience, alternative processing and recovering the capability of critical district processes and IT services in the event of a disaster. However, BCPs have not been completed (i.e., baselined for testing) for 34 of LAUSD's 76 branches District-wide, this include 6 of the 12 ITD branches. Also, IT Disaster Recovery/Contingency Plans have not been completed for ITD applications (e.g., SAP, MISIS, etc.).

We were informed that there was a delay in BCP completion due to a decision to migrate the backup or alternative processing facility (APF) from Van Nuys to a Cloud solution scheduled for June 2021.

Recommendation

BCPs should be completed and updated on a regular basis to ensure that operations and IT systems can be effectively recovered, shortcomings are addressed, and the plan remains relevant.

Management Response

ITD concurs with the importance of the Business Continuity Planning and it will be completed and updated on an ongoing basis.

Status of Prior Year Management Letter Comments

ML-2018-001 - SAP Transport Form Signature Dates

Recommendation

Data validation approvals for SAP transport forms should be obtained prior to the change being implemented into production. Also, approval signatures should be dated on the SAP transport forms to help ensure the change is approved prior to the release into production.

Current Status

Implemented.

ML-2018-002 - CMS Program Change Approvals

Recommendation

Sign-off approvals be consistently dated on CMS Change Management Approval forms.

Current Status

Implemented.

ML-2018-003 - SAP User Access

Recommendation

ITD management should periodically review access to SAP production transactions and remove inappropriate access in a timely manner.

Current Status

Implemented.

ML-2017-001 - Business Continuity Planning Project

Recommendation

We recommend that mission critical ITD business processes and systems be included in the District's BCP SEP Tier 1 classification to ensure business continuity and disaster recovery plans are developed in a timely manner for ITD's mission critical processes and systems.

Current Status

Partially implemented. See ML-2019-003 Business Continuity Planning

Status of Prior Year Management Letter Comments

ML-2016-001 - Business Continuity /IT Disaster Recovery Planning
ML-2014-007 - Business Continuity /IT Disaster Recovery Planning

Recommendation

A Business Continuity Plan that addresses the requirements for resilience, alternative processing and recovering the capability of critical district processes and IT services should be developed. The plan should be tested on a regular basis to ensure that operations and IT systems can be effectively recovered, shortcomings are addressed, and the plan remains relevant.

Current Status

Partially implemented. See ML-2019-003 Business Continuity Planning.

ML-2015-002 - Security Management Policy and Procedures

Recommendation

We recommend that ITD management coordinate with District business/operations management to complete an information security plan (e.g., update, adopt and implement the November 2013 plan) and compile a comprehensive set of information security policies and procedures.

Current Status

Partially implemented - Password Management Policy was fully implemented in Nov 2018. ITD created a new position specifically for developing and maintaining a vulnerability management program and in June 2019, ITD filled that position. ITD contracted with Microsoft in September 2018 to provide customized cybersecurity incident management training and assessment services. ITD is currently leveraging the knowledge gained during the Microsoft engagement to develop a District-wide cybersecurity incident management policy and step-by-step instructions for mitigating the District's top cybersecurity threats.

APPENDIX C

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

This Appendix C contains only a brief summary of certain of the terms of the Site Lease, the Lease Agreement and the Trust Agreement and a full review should be made of the entire Official Statement, including the cover page and the appendices thereto. All statements contained in this Appendix C are qualified in their entirety by reference to the entire Official Statement, including the cover page and the appendices thereto. Terms used herein but not defined herein will be as defined in the Official Statement and the Trust Agreement. References to and summaries of provisions of the documents referred to in the Site Lease, the Lease Agreement and the Trust Agreement do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions of such documents.

DEFINITIONS

The following are definitions of certain terms used in this Appendix C - "Summary of Principal Legal Documents" or elsewhere in this Official Statement:

"Additional Payments" means all costs and expenses incurred by the District and the Corporation in complying with the provisions of the Trust Agreement, including without limitation payment of all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), compensation, reimbursable expenses and fees due to the Trustee, all costs and expenses of auditors, engineers, counsel and accountants and any amounts required to be rebated to the federal government.

"Assignment Agreement" means the Assignment Agreement by and between the Trustee and the Corporation, as amended or supplemented in accordance with its terms.

"Business Day" means any day of the year other than Saturday or Sunday or any other day on which banks in New York, New York or Los Angeles, California are not authorized or obligated by law or executive order to close and on which the New York Stock Exchange is not closed.

"Certificate of the District" means an instrument in writing signed by a District Representative. Such certificate will include (a) a statement that, in the opinion of the signer, he or she has made or caused to be made such examination or investigation as is necessary to enable the signatory to express an informed opinion as to what he or she is certifying to and (b) a statement as to whether, in the opinion of the signer, the agreement, condition, covenant or term being certified to has been complied with.

"Certificate of the Corporation" means an instrument in writing signed by a Corporation Representative. Such certificate will include (a) a statement that, in the opinion of the signer, he or she has made or caused to be made such examination or investigation as is necessary to enable the signatory to express an informed opinion as to what he or she is certifying to and (b) a statement as to whether, in the opinion of the signer, the agreement, condition, covenant or term being certified to has been complied with.

"Closing Date" means the day when the Certificates, duly executed by the Trustee, are delivered to the underwriter thereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Code will be deemed to be a reference to any successor to any such section.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the District dated the date of the execution and delivery of the Certificates, as amended or supplemented in accordance with its terms.

"Corporation" means the LAUSD Financing Corporation, a California nonprofit public benefit corporation, and its successors and assigns.

"Corporation Representative" means the President, the Vice President, the Treasurer or the Secretary of the Corporation, or any person authorized to act on behalf of the Corporation under or with respect to the Lease Agreement.

"Defeasance Obligations" means, unless otherwise approved by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy (1) cash, (2) non-callable direct obligations of, or obligations fully and unconditionally guaranteed as to the timely payment of principal and interest by, the United States or (3) obligations as otherwise may be authorized under State law and approved by the Insurer.

"Delivery Costs" means and includes all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Certificates, including but not limited to underwriting costs, title insurance, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, initial fees and charges of the Trustee, including its first annual administration fee and the fees of its counsel, legal fees and charges, financing and other professional consulting fees, costs of rating agencies or credit ratings, fees for execution, transportation and safekeeping of the Certificates and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"District" means the Los Angeles Unified School District, a school district organized and existing under the Constitution and laws of the State, and its successors and assigns.

"District Representative" means the Chief Financial Officer or the Controller of the District, or a person authorized by the Chief Financial Officer or the Controller to act on behalf of the District under or with respect to the Trust Agreement.

"Eligible Securities" means (1) Non-callable, direct obligations of, or obligations fully and unconditionally guaranteed as to the timely payment of principal and interest by, the United States. These include, but are not limited to:

- U.S. Treasury Obligations
  All direct or fully guaranteed obligations

- Farmers Home Administration
  Certificates of beneficial ownership

- General Services Administration
  participation certificates

- U.S. Maritime Administration
  Guaranteed Title XI financing

- Small Business Administration
  Guaranteed participation certificates
  Guaranteed pool certificates

- Government National Mortgage Association (GNMA)
  GNMA - guaranteed mortgage-backed securities
  GNMA - guaranteed participation certificates

- U.S. Department of Housing and Urban Development
  Local authority bonds

- Washington Metropolitan Area Transit Authority
  Guaranteed transit bonds

- State and Local Government Series

- Veterans Administration
  Guaranteed REMIC Pass-through certificates

(2) Non-callable obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government. These include, but are not limited to:

- Federal Home Loan Mortgage Corp. (FHLMC)
  Debt Obligations

- Farm credit System (Formerly: Federal Land Banks, Intermediate Credit Banks, and Banks for Cooperatives)
  Consolidated Systemwide bonds and notes

- Federal Home Loan Banks (FHL Banks)
  Consolidated debt obligations

- Federal National Mortgage Association (FNMA)
  Debt Obligations

- Student Loan Marketing Association (SLMA)
  Debt obligations

- Resolution Funding Corp. (REFCORP)
  Debt obligations

- U.S. Agency for International Development (U.S. A.I.D.)
  Guaranteed Notes (must mature at least 4 business days before the appropriate payment date)

(3) Certain stripped securities where the principal-only and interest-only strips are derived from non-callable obligations issued by the U.S. Treasury, and REFCORP securities stripped by the Federal Reserve Bank of New York. (No custodial receipts, i.e. CATs, TIGERS, unit investment trusts and mutual funds, etc. will be permitted).

"Event of Default" means an event of default as defined in each of the Lease Agreement and Trust Agreement.

"Fiscal Year" means the fiscal year of the District commencing on July 1 of each calendar year and ending June 30 of the next calendar year.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"Insurance Policy" means the Municipal Bond Insurance Policy issued by the Insurer guaranteeing the scheduled payment of principal evidenced and represented by and interest with respect to the Insured Certificates when due.

"Insured Certificates" means the Certificates maturing on October 1 of the years 2023 through 2034, inclusive.

"Insurer" means Build America Mutual Assurance Company, a New York stock insurance company, or any successor thereto or assignee thereof.

"Interest Payment Date" means April 1 and October 1 of each year, commencing on April 1, 2021, with respect to the interest payments evidenced by the Certificates so long as any Certificates remain Outstanding.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Lease Agreement" means the Lease Agreement, dated as of October 1, 2020, between the District and the Corporation, as amended or supplemented in accordance with its terms.

"Lease Deposit Date" means fifteen (15) Business Days preceding any Lease Payment Date.

"Lease Payment" means any payment required to be paid by the District to the Corporation pursuant to the Lease Agreement and set forth in Exhibit A thereto.

"Lease Payment Date" means each April 1 and November 1, commencing on April 1, 2020.

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation will for any reason no longer perform the function of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized rating agency designated by the District.

"Net Proceeds" means any proceeds of insurance carried pursuant to the Lease Agreement, performance bonds, or taking by eminent domain or condemnation paid with respect to the Property remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"Outstanding," when used as of any particular time with respect to the Certificates, means (subject to the provisions of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(1) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for the payment or prepayment of which funds or Defeasance Obligations, together with interest earned thereon, in the necessary amount will have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates) pursuant to the Trust Agreement, provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment will have been given as provided in the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement;

provided however, that any amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Corporation in accordance with the Trust Agreement.

"Owner", when used with respect to a Certificate, means the person in whose name such Certificate is registered on the Certificate Register.

"Permitted Encumbrances" means, with respect to the Property, as of any particular time: (i) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid; (ii) the Assignment Agreement; (iii) the Lease Agreement; (iv) the Site Lease, (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law; (vi) ground leases, judgment liens in favor of the District, easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record on the Closing Date; (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of the Lease Agreement and to which the Corporation and the District consent in writing; and (viii) any encumbrance authorized in writing by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy.

"Permitted Investments" means any of the following that at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein and are assigned the ratings, if any, required hereby (without regard to ratings subcategories):

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of United States Department of the Treasury) or obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America.

2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

    a. Farmers Home Administration (FmHA) certificates of beneficial ownership

    b. Federal Housing Administration debentures (FHA)

    c. General Services Administration participation certificates

    d. Government National Mortgage Association (GNMA or "Ginnie Mae") GNMA-guaranteed mortgage-backed bonds and GNMA-guaranteed pass-through obligations (participation certificates)

    e. U.S. Maritime Administration guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD) project notes and local authority bonds

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

   a. Federal Home Loan Bank System senior debt obligations (consolidated debt obligations)

   b. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") Participation Certificates (Mortgage-backed securities) and senior debt obligations

   c. Federal National Mortgage Association (FNMA or "Fannie Mae") Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities that are valued greater than par on the portion of unpaid principal.)

   d. Student Loan Marketing Association (SLMA or "Sallie Mae") senior debt obligations

   e. Resolution Funding Corp. (REFCORP): Only the interest component of REFCORP strips that have been stripped by request to the Federal Reserve Bank of New York in book-entry form are acceptable.

   f. Farm Credit System consolidated system-wide bonds and notes

4. Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAAm," or "AA-m" and if rated by Moody's, "Aaa," "Aa1," or "Aa2," including funds for which the Trustee or its affiliates provide investment advisory or other management services or serve as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee from for services provided to the fund, (ii) the Trustee collects fees for services rendered pursuant to the Trust Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Trust Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

5. Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. Certificates of deposit must have a five year or less maturity. Such certificates must be issued by commercial banks, including the Trustee and its affiliates, savings and loan associations or mutual savings banks whose short term obligations are rated "A-1"+ or better by Standard & Poor's and "Prime-1" by

Moody's. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

6. Certificates of deposit (including those placed by a third-party pursuant to an agreement between the District and the Trustee), time deposits, interest bearing deposits, overnight bank deposits, interest bearing money market accounts, trust funds, trust accounts), savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those of the Trustee or its affiliates.

7. Investment agreements, including guaranteed investment contracts, approved by the rating agencies then rating the Certificates.

8. Commercial paper rated at the time of purchase "Prime-1" by Moody's and "A-1+" or better by Standard & Poor's.

9. Bonds or notes issued by any state or municipality that are rated by Moody's and Standard & Poor's in one of the two highest long-term rating categories assigned by such agencies.

10. Federal funds, bank deposits, bank deposit products or bankers' acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and non-guaranteed obligation rating of "Prime-1" or "A3 " or better by Moody's and "A-1+" by Standard & Poor's or are fully FDIC-insured, including those of the Trustee and its affiliates.

11. Repurchase agreements (including those of the Trustee or any of its affiliates) that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date. Repurchase agreements (each a "repo" and, collectively, "repos") must satisfy the following criteria:

    a. Repos must be between the Trustee and the following dealers or banks:

    (1) Primary dealers on the Federal Reserve reporting dealer list which fall under the jurisdiction of the SIPC and that are rated A or better by Standard & Poor's and Moody's, or

    (2) Banks rated "A" or above by Standard & Poor's and Moody's.

    b. The written repo contract must include the following:

    (1) Securities that are acceptable for transfer are: (a) Direct U.S. governments, and (b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(2) The term of the repo may be up to 30 days

(3) The collateral must be delivered to the Trustee (if Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(4) The Trustee has a perfected first priority security interest in the collateral.

(5) Collateral is free and clear of third-party liens and in the case of SIPC brokers, was not acquired pursuant to a repo or reverse repo.

(6) Failure to maintain the requisite collateral percentage, after a two day restoration period, will require the Trustee to liquidate collateral.

(7) Valuation of Collateral is determined as follows: (a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest; (b) The value of collateral must be equal to 104% of the amount of cash transferred by the Trustee to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by Trustee, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

c. A legal opinion must be delivered to the Trustee that the Repo meets guidelines under State law for legal investment of public funds.

12. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's. If, however, the issue is rated only by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or "AAA" rated pre-refunded municipals to satisfy this condition.

13. Los Angeles County Investment Pool.

14. Any other investment authorized in writing by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy.

"Prepayment" means any payment made by the District pursuant to the Lease Agreement as a prepayment of the Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to the Trust Agreement.

"Principal Office" means the corporate trust office of the Trustee in Los Angeles, California; provided however, that for purposes of transfer, exchange, surrender, payment and prepayment, such term means the designated corporate trust office or agency of the Trustee, The Bank of New York Mellon Trust Company, N.A., or such other office designated by the Trustee.

"Property" means that certain real property and the improvements thereon as defined in the Lease Agreement.

"Rental Period" means the period from the Closing Date through June 30, 2021 and, thereafter, the twelve-month period commencing on July 1 of each year during the term of the Lease Agreement.

"Site Lease" means the Site Lease, dated as of October 1, 2020, by and between the Corporation and the District, as amended or supplemented in accordance with its terms.

"Special Counsel" means an attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the District.

"Standard & Poor's" means Standard & Poor's Ratings Services, division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, or, if such corporation shall for any reason no longer perform the function of a securities rating agency, "Standard & Poor's" will be deemed to refer to any other nationally recognized rating agency designated by the District.

"State" means the State of California.

"Tax Certificate" means the Tax Certificate dated as of the date of delivery of the Certificates executed by and delivered to the District, including any and all exhibits attached thereto.

"Term" means the time during which the Lease Agreement is in effect, as provided in the Lease Agreement.

"Treasury Department" means the United States Department of the Treasury.

"Trust Agreement" means the Trust Agreement, dated as of October 1, 2020, as amended or supplemented, as amended or supplemented in accordance with its terms .

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

"Written Request of the District" means an instrument in writing signed by a District Representative.

SITE LEASE

Term of Site Lease

The term of the Site Lease shall commence as of the Closing Date and shall remain in effect until the termination of the Lease Agreement as provided therein, *provided, however*, that if any Lease Payments due under the Lease Agreement remain unpaid at such termination of the Lease Agreement, then the Site Lease shall not terminate until the earlier of (i) ten (10) years after the final scheduled maturity date of the Certificates and (ii) the date on which the Certificates have been paid in full, and all amounts due to the Insurer (as defined in the Trust Agreement) have been paid in full; provided, however, that in no event shall the Term of this Site Agreement extend beyond October 1, 2044. The leasing by the Corporation to the District of the Property pursuant to the Lease Agreement shall not effect or result in a merger of the District's fee estate and its leasehold estate under the Lease Agreement. The Corporation shall continue to have and hold a leasehold estate in the Property pursuant to the Site Lease throughout the term hereof.

Assignment

The District acknowledges and affirms the assignment by the Corporation of its rights under the Site Lease to the Trustee under the terms of the Assignment Agreement. The District consents to such assignment.

Restrictions on District

The District agrees that, except with respect to Permitted Encumbrances, it will not mortgage, sell, encumber, assign, transfer or convey the Property or any portion thereof during the term of the Site Lease.

Termination; Quiet Enjoyment

Upon the termination of the Site Lease, the Corporation agrees to quit and surrender the Property without warranty as to condition, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Property at the time of the termination of the Site Lease shall remain thereon and title thereto shall vest in the District. At all times during the term of the Site Lease, the Corporation shall peaceably and quietly have, hold and enjoy all of the Property.

Default

In the event that the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of the Site Lease, which default continues for thirty (30) days following written notice to and demand for correction thereof, the District, with the consent of the Trustee and the Insurer so long as the Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, may exercise any and all remedies granted by law which do not adversely affect the interests of the Owners of the Certificates; provided that the District may not terminate the Site Lease and shall exercise only remedies providing for specific performance hereunder; and provided further, that so long as any of the Certificates are Outstanding and unpaid in accordance with the terms thereof or any amount is due to the Insurer, the Lease Payments assigned by the Corporation to the Trustee under the Assignment Agreement shall continue to be paid to the Trustee.

Amendment of Site Lease; Addition to and Removal of Property

The Site Lease may be amended, including without limitation to substitute or remove all or a part of the Property leased thereunder, with the prior written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, and in accordance with the terms of the Lease Agreement.

LEASE AGREEMENT

Term of Lease Agreement

The Term of the Lease Agreement will commence on the date of recordation of the Lease Agreement and will end on October 1, 2034, unless such term is extended as provided in the Lease Agreement. If, on October 1, 2034, the Trust Agreement and the Lease Agreement will not be discharged or otherwise terminated by their respective terms, or if the Lease Payments payable under the Lease Agreement will have been abated at any time and for any reason, or if any payments are due to the Insurer, then the Term of the Lease Agreement will be extended until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Trust Agreement and the Lease Agreement, and all amounts due to the Insurer, as the case may be; provided, however, that in no event will the Term of the Lease Agreement extend beyond October 1, 2044.

Lease Payments

Subject to the provisions described under the caption "- Abatement of Lease Payments" below, the District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property, as composed at any time, and from time to time, during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the semiannual amounts and on the dates specified in Exhibit A to the Lease Agreement, as such exhibit may be amended and modified from time to time in connection with any change in the Property, to be due and payable on the respective Lease Deposit Dates. Each Lease Payment will be deposited with the Trustee no later than the Lease Deposit Date preceding the Lease Payment Date on which such Lease Payment is due.

Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to the Lease Agreement and other than amounts required for payment of Certificates not yet surrendered) will be credited towards the Lease Payment due and payable on the succeeding Lease Payment Date; and no Lease Payment need be deposited on any Lease Deposit Date if the amounts then held in the related subaccount in the Lease Payment Fund and available for such purpose are at least equal to the Lease Payment then required to be deposited. The Lease Payments for the Property due and payable in any Rental Period will be for the use and occupancy of the Property during such Rental Period.

THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

In the event that the District prepays all remaining Lease Payments evidenced by the Certificates in full pursuant to the Lease Agreement and the Trust Agreement, the obligations under the Lease Agreement with respect to such Lease Payments will thereupon cease and terminate including, but not limited to, the obligation to pay such Lease Payments under the Lease Agreement evidenced by the Certificates; subject however, to the provisions of the Lease Agreement in the case of prepayment by application of a security deposit. In the event that the District prepays the Lease Payments in part for the Certificates, but not in whole, pursuant to the Lease Agreement as a result of any insurance or condemnation award with respect to any portion of the Property, the District will apply such amounts towards the prepayment of the principal components of the Lease Payments in Authorized Denominations as set forth in an amendment to the Lease Agreement executed and delivered pursuant to the Lease Agreement.

In the event the District should fail to make any of the payments required in the applicable provisions of the Lease Agreement evidenced by the Certificates, the payment in default will continue as an obligation of the District until the amount in default will have been fully paid.

The Lease Payments will be payable from any source of available funds of the District, subject to the provisions of the Lease Agreement. The District covenants to take such action as may be necessary to include all Lease Payments and Additional Payments due under the Lease Agreement in each of its budgets during the Term of the Lease Agreement and to make the necessary appropriations for all such Lease Payments and Additional Payments due under the Lease Agreement in the Fiscal Year covered by such budget. The covenants on the part of the District contained in the Lease Agreement will be deemed to be and will be construed to be duties imposed by law and it will be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in the Lease Agreement agreed to be carried out and performed by the District.

The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates and the District under the Lease Agreement assents to such assignment. The Corporation under the Lease Agreement directs the District, and the District under the Lease Agreement agrees to pay to the Trustee at its Principal Office, all payments payable by the District pursuant to the Lease Agreement and all amounts payable by the District pursuant to the Lease Agreement.

Quiet Enjoyment

During the Term of the Lease Agreement, the Corporation will provide the District with quiet use and enjoyment of the Property, and the District will, during such Term, peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in the Lease Agreement. The Corporation will, at the request and at the cost of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation will have the right to inspect the Property as provided in the Lease Agreement.

Title

During the Term of the Lease Agreement, the Corporation will hold fee title (or leasehold title pursuant to (i) the Site Lease when the District will hold fee title to the Property or (ii) a Permitted Encumbrance) to those portions of the Property which are newly acquired and any and all additions which compose fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the District at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the District pursuant to the Lease Agreement.

If the District prepays the Lease Payments in full pursuant to the Lease Agreement or makes the security deposit permitted by the Lease Agreement, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable and all amounts due to the Insurer are paid in full, all right, title and interest of the Corporation under the Lease Agreement in and to the related Property will be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title or other interest.

Additional Payments

In addition to the Lease Payments, the District will pay when due all costs and expenses incurred by the District and the Corporation in complying with the provisions of the Trust Agreement, including without limitation payment of all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), compensation, reimbursable expenses and fees due to the Trustee, all amounts due to the Insurer are paid in full, all costs and expenses of auditors, engineers, counsel and accountants and any amounts required to be rebated to the federal government, which payments will not be subject to abatement.

No Merger

It is the express intention of the parties to the Lease Agreement that the Lease Agreement, and the obligations of the parties under the Lease Agreement, will be and remain separate and distinct from the Site Lease, if the Site Lease will be delivered, and the obligations of the parties thereunder, and that, during the term of the Site Lease, if the Site Lease will be delivered, no merger of title or interest will occur or be deemed to occur as a result of the position of the District as lessor under the Site Lease and as District under the Lease Agreement or the position of the Corporation as District under the Site Lease and as lessor under the Lease Agreement.

Maintenance, Utilities, Taxes and Assessments

Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property will be the responsibility of the District, and the District will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and will pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments provided in the Lease Agreement, the Corporation agrees to provide only the Property, as set forth in the Lease Agreement. The District waives the benefits of subsection 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, but such waiver will not limit any of the rights of the District under the terms of the Lease Agreement.

The District will also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District will be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The District may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation will notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the District will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation and the Trustee.

Modification of Property

The District will, at its own expense, have the right to remove portions of the Property or to make additions or modifications to the Property. All additions and modifications will thereafter compose part of the Property and be subject to the provisions of the Lease Agreement. Such additions and modifications will not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments evidenced by the Certificates to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law or the articles of incorporation of the Corporation; and the Property, during and upon completion of any removal, additions or modifications made thereto pursuant to the applicable sections of the Lease Agreement will be of a rental value which is not less than the maximum annual Lease Payments due in any Rental Period evidenced and represented by all Outstanding Certificates. The District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District pursuant to the applicable provisions of the Lease Agreement; provided that if any such lien is established and the District will first notify or cause to be notified the Corporation of the intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and will provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District. The District agrees that it will take no action that would affect the availability of the Property for its use and possession.

Liability and Property Damage Insurance

The District will maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the District and the Trustee and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained through the Corporation or in the form of self-insurance by the District; provided, however, that the District will not maintain rental interruption insurance in the form of self-insurance. Said policy or policies will provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies will provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $1,000,000 (subject to a deductible clause not to exceed $500,000 per occurrence) for damage to property resulting from each accident or event. Such liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks.

Fire, Extended Coverage, Boiler and Machinery and Workers' Compensation Insurance

The District will procure and maintain, or cause to be procured and maintained, throughout the Term of the Lease Agreement, insurance against loss or damage to any structures constituting any part of the Property by fire, lightning and flood (if reasonably necessary), with extended coverage and vandalism and malicious mischief insurance, which coverage may exclude earthquake insurance, with the Trustee named as additional insured and loss payee, with responsible and reputable insurance companies. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and may be maintained in whole or in part through the Corporation.

Said extended coverage insurance will, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance will be in an amount equal to the greater of 100% of the replacement value of the Property or 100% of the remaining Lease Payments evidencing and representing principal with respect to all outstanding Certificates. The Net Proceeds of such insurance will be applied as provided in the Lease Agreement.

The District will also procure and maintain, or cause to be maintained, throughout the term of the Lease Agreement, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed on any portion of the Property in an amount not less than $5,000,000 per accident, and worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure its employees against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in the State of California, or any act hereafter enacted as an amendment or supplement thereto. As an alternative, such insurance may be maintained as part of or in conjunction with any other insurance carried by the District.

Rental Interruption Insurance

The District will procure and maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement with respect to the Property in an amount equal to the greatest twenty-four (24) months of Lease Payments for such Property, with the Trustee named as additional insured and loss payee. Such insurance may be carried in conjunction with, and may be subject to the same provisions as, the insurance required under the applicable provisions of the Lease Agreement. The District under the Lease Agreement assigns to the Corporation all right of the District, if any, to collect and receive Net Proceeds under any of said policies, which right has been assigned by the Corporation to the Trustee pursuant to the Assignment Agreement. The Net Proceeds of such insurance will be paid to the Trustee and deposited in the Lease Payment Fund and will be credited towards the payment of the Lease Payments in the order in which the Lease Payments are due and payable.

Title Insurance

The District will provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date or as soon thereafter as practicable, an ALTA or a CLTA title insurance policy covering, and in the amount of not less than the principal amount of the Certificates, insuring all of the fee title of the District in the Property, the subleasehold estate of the Corporation in the Property and the leasehold estate of the District in the Property securing the Certificates (provided that one or more of said estates may be insured through an endorsement to such policy), subject only to Permitted Encumbrances, with the Trustee as additional insured and loss payee. The Net Proceeds of such title insurance will be applied as provided in the Lease Agreement.

General Insurance Requirements; Form of Policies; Annual Certification

The District will maintain or cause to be maintained, during the entire term of the Lease Agreement, with insurers of recognized responsibility (or through the District's current program of self-insurance with respect to insurance required by the applicable provisions of the Lease Agreement) all coverage required by the applicable provisions of the Lease Agreement; provided however that the District shall not maintain the insurance required by the fire, extended coverage, boiler and machinery and Workers' Compensation insurance or title insurance in the form of self-insurance or pool insurance with the prior written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy. Each policy of insurance required by the applicable provisions of the Lease Agreement will be obtained from an insurance provider licensed to do business in the State and rated "A" or better by A.M. Best & Company, and will provide that all proceeds under the Lease Agreement will be payable to the District and the Trustee as insureds and applied as provided in the Lease Agreement. The District will pay or cause to be paid when due the premiums for all insurance policies required by the Lease Agreement.

The District will cause to be delivered to the Trustee and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy on prior to the end of each fiscal year of the District a certificate of the District that the insurance requirements of the Lease Agreement have been met. If the District maintains the insurance required by the applicable provisions of the Lease Agreement through a program of self-insurance, the District will include with such annual certificate a statement, verified by a risk manager of the District or an independent financial consultant, which specifies the amounts of coverage available through such self-insurance program. If it will appear to such risk manager or independent financial consultant that the amounts available pursuant to such self-insurance program are insufficient, taking into account the loss history of the District and the requirements of the Lease Agreement, then (i) such report will so state and (ii) the District will obtain commercial insurance or increase the amounts available under such self-insurance program in accordance with the recommendations of such risk manager or independent financial consultant to the extent moneys are available for such purpose and not otherwise appropriated and, provided, that the District will obtain the insurance required by the applicable provisions of the Lease Agreement in an amount equal to the greater of 100% of the replacement value of the Property or 100% of the remaining Lease Payments evidencing and representing principal with respect to all Outstanding Certificates.

The Trustee will not be responsible for the sufficiency of any insurance required in the Lease Agreement, including any forms of self-insurance and will be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

The District will affirmatively make (or cause to be made) a claim for payment under any insurance required to be maintained pursuant to the Lease Agreement as soon as practicable following the event or events giving rise to such a claim.

Installation of Equipment

The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items will remain the sole property of the District, in which neither of the Corporation nor the Trustee will have any interest, and may be modified or removed by the District at any time provided that the District will repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in the Lease Agreement will prevent the District from purchasing or leasing items to be installed pursuant to the Lease Agreement under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest will attach to any part of the Property.

Liens

The District will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of the Corporation and the District as provided in the Lease Agreement and Permitted Encumbrances. Except as expressly provided in the Lease Agreement, the District will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same will arise at any time. The District will reimburse the Corporation or the Trustee, as applicable, for any expense incurred by either of them in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Tax Covenants

The District under the Lease Agreement covenants with the holders of the Certificates that, notwithstanding any other provisions of this Lease, it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest evidenced by the Series B-2 Certificates with respect to Section 103 of the Code. The District will not, directly or indirectly, use or permit the use of Proceeds of the Certificates or any of the property financed or refinanced with Proceeds of the Certificates, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent that could result in the loss of exclusion from gross income for federal income tax purposes of the interest evidenced by the Series B-2 Certificates.

The District will not take any action, or fail to take any action, if any such action or failure to take action would cause the District's obligations evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, will not make any use of the Proceeds of the Certificates or any of the property financed or refinanced with Proceeds of the Certificates, or any portion thereof, or any other funds of the District, that would cause the District's obligations evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates are outstanding, the District, with respect to such Proceeds and property and such other funds, will comply with applicable requirements of the Code and all regulations of the Treasury Department issued thereunder. The District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the District's obligations evidenced by the Certificates as "governmental bonds."

The District will not, directly or indirectly, use or permit the use of any Proceeds of any Certificates, or of any property financed or refinanced thereby, or other funds of the District, or take or omit to take any action, that would cause the District's obligations evidenced by the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the District will comply with all requirements of Section 148 of the Code and all regulations of the Treasury Department issued thereunder to the extent such requirements are, at the time, in effect and applicable to the District's obligations evidenced by the Certificates.

The District will not make any use of the proceeds of the Certificates or any other funds of the District, or take or omit to take any other action, that would cause the District's obligations evidenced by the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

In furtherance of the foregoing tax covenants of the Lease Agreement, the District covenants that it will comply with the provisions of the Tax Certificate, which is incorporated in the Lease Agreement. This covenant will survive payment in full or defeasance of the Certificates.

No Condemnation

The District under the Lease Agreement covenants and agrees, to the extent it may do so, that so long as any of the Certificates remain Outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property will not be less than the greater of (i) if the Certificates are then subject to prepayment, the principal and interest components of the Certificates Outstanding through the date of their prepayment; or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease such Certificates to the first available prepayment date in accordance with the Trust Agreement.

Eminent Domain

If all of the Property (or portions thereof such that the remainder is not usable for public purposes by the District) will be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease Agreement will thereupon terminate. If less than all of the Property will be taken permanently and the remainder is usable for public purposes by the District at the time of such taking, or if all of the Property will be taken temporarily under the power of eminent domain, (1) the Lease Agreement will continue in full force and effect and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there will be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments under the Lease Agreement, in an amount to be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of such Property.

Application of Net Proceeds

The District will remit promptly to the Trustee any Net Proceeds received by the District regarding casualty insurance, and the Trustee will deposit such Net Proceeds pursuant to the Trust Agreement, promptly upon receipt thereof. The District and/or the Corporation will transfer to the Trustee any other Net Proceeds received by the District and/or Corporation in the event of any accident, destruction, or taking by eminent domain or condemnation with respect to the Property for deposit in the Net Proceeds Fund.

Disbursement for Replacement or Repair of the Property

Upon receipt of the certification described in the Lease Agreement and the requisition described in the Lease Agreement, the Trustee will disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in such requisition as provided in the Trust Agreement.

The District Representative must certify to the Corporation and the Trustee that:

(i) The Net Proceeds available for such purpose, together with any other funds supplied by the District to the Trustee and held in the Net Proceeds Fund for such purpose, are expected to equal at least 110% of the projected costs of replacement or repair, as demonstrated in an attached requisition budget; and

(ii) In the event that damage, destruction or taking results or is expected to result in an abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption insurance proceeds as described in the Lease Agreement, together with other identified available moneys, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached requisition schedule; and

(iii) There are no encumbrances on the Property other than Permitted Encumbrances.

The District Representative must state with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund and has not been the basis of any previous withdrawal; and (v) in reasonable detail, the nature of the payment obligation.

Subject to the requirements of the Trust Agreement, any balance of the Net Proceeds remaining after such replacement or repair has been completed, as certified in a Written Request of the District to the Trustee, will be paid to the District.

Disbursement for Prepayment

If the District shall not have determined to repair or replace the Property, as provided above, the Trustee will promptly transfer the Net Proceeds to the Prepayment Fund as provided in the Trust Agreement and apply them to prepayment of Lease Payments, as provided in the Lease Agreement, and prepayment of the corresponding amount of principal represented by the Certificates as provided in the Trust Agreement, upon the earlier of the following events:

(i) Written determination of the District Representative that the certification provided in the Lease Agreement cannot be made and that replacement or repair of any item or portion of the Property, is not economically feasible or in the best interest of the District; and

(ii) One (1) year after the receipt of Net Proceeds.

Abatement of Lease Payments

Lease Payments with respect to the Certificates will be abated during any period in which, by reason of damage, destruction, any defect in title or other event (other than by eminent domain which is provided for in the Lease Agreement), there is substantial interference with the use and occupancy by the District of the Property or any portion thereof (other than any portions of the Property described in the applicable provisions of the Lease Agreement), and the District waives the benefits of subsection 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code and any and all other rights to terminate the Lease Agreement by virtue of any such interference, and the Lease Agreement will continue in full force and effect. The extent of such abatement will be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Property not damaged, destroyed or otherwise unavailable for use and occupancy by the District. Such abatement will continue for the period commencing on with such damage, defect in title, destruction or other event and, with respect to damage or destruction of property, ending with the substantial completion of the work of repair or reconstruction or of completion of the Property or of the regained availability of use and occupancy. In the event of any such damage, destruction or non-availability, the Lease Agreement will continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage, destruction or unavailability.

Notwithstanding the foregoing, there will be no abatement of Lease Payments under the applicable provisions of the Lease Agreement by reason of damage, destruction or unavailability of all or a portion of the Property to the extent that:

(i) the fair rental value of the portions of the Property not damaged, destroyed, incomplete or otherwise unavailable for use and occupancy by the District (giving due consideration to the factors identified in the applicable provisions of the Lease Agreement relating fair rental value), based upon a qualified employee of the District or an independent certified real estate appraiser selected by the District with expertise in valuing such properties or other appropriate method of valuation, is equal to or greater than the unpaid Lease Payments; or

(ii) (A) the proceeds of rental interruption insurance or (B) amounts in the Net Proceeds Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under the applicable provisions of the Lease Agreement, it being under the Lease Agreement declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

Disclaimer of Warranties

THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT WILL THE CORPORATION OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE LEASE, IF ANY, THE LEASE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE USE OF THE PROPERTY.

Access to the Property

The District agrees that the Corporation and any Corporation Representative, the Corporation's successors or assigns, will have the right at all reasonable times to enter upon and to examine and inspect the Property. The District further agrees that the Corporation, any Corporation Representative, the Corporation's successors or assigns will have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations under the Lease Agreement.

Release and Indemnification Covenants

To the extent permitted by law, the District will and under the Lease Agreement agrees to indemnify and save the Corporation and the Trustee and their officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the District, including, without limitation, the presence on, under or about, or release from, the Property of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, federal or local law, (ii) any breach or default on the part of the District in the performance of any of its obligations under the Lease Agreement, (iii) any act or omission of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the District with respect to the Property, (v) the authorization of payment of the Delivery Costs, or (vi) the execution of the Trust Agreement and acceptance, administration and performance by the Trustee of the duties of the Trustee under the Trust Agreement. No indemnification is made under the Lease Agreement for willful misconduct, negligence or breach of duty under the Lease Agreement by the Corporation or the Trustee, their officers, agents, employees, successors or assigns. The indemnification under the Lease Agreement shall survive removal or resignation of the Trustee, termination of the Lease Agreement or discharge of the Certificates.

Assignment by the Corporation

The Corporation's rights under the Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the District under the Lease Agreement, have been assigned to the Trustee pursuant to the Assignment Agreement, to which assignment the District under the Lease Agreement consents.

Assignment and Subleasing by the District

The Lease Agreement may not be assigned by the District. The District may sublease the Property or any portion thereof, but only with the prior written consent of the Corporation and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, subject to all of the following conditions:

(i) The Lease Agreement and the obligation of the District to make Lease Payments under the Lease Agreement will remain obligations of the District;

(ii) The District will, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Trustee a true and complete copy of such sublease;

(iii) No such sublease by the District will cause the Property to be used for a purpose other than as may be authorized under the provisions of the constitution and laws of the State; and

(iv) The District will furnish the Corporation and the Trustee with a written opinion of Special Counsel stating that such sublease will not in and of itself result in the interest components of the Lease Payments evidenced by the Certificates to become subject to federal income taxation.

Substitution, Addition and Release of Property; Amendments

The District will have, and is under the Lease Agreement granted, the option at any time and from time to time during the Term of the Lease Agreement, to substitute other land, including the Facilities thereon (a "Substitute Site") for the Property or a portion thereof, or to add additional land, including the Facilities thereon to the Property ("Additional Site"), provided that the District will satisfy all of the following requirements which are under the Lease Agreement declared to be conditions precedent to such substitution or addition:

(i) If the District holds fee title to such Substitute Site or Additional Site, the District will file with the Corporation and the Trustee an amended and recorded Site Lease which describes such Substitute Site or Additional Site and will record or caused to be recorded with the Los Angeles County Recorder any document necessary to include such Substitute Site or Additional Site in the description of the Property contained in the Site Lease;

(ii) The District will file with the Corporation and the Trustee an amended and recorded Lease Agreement and will record or caused to be recorded with the Los Angeles County Recorder any document necessary to include such Substitute Site or Additional Site in the description of the Property contained in the Lease Agreement;

(iii) The District delivers to the Trustee and the Corporation a certificate of the District stating that the Property after said substitution or addition has an annual fair rental value equal to or greater than the maximum Lease Payments due in any Rental Period, as determined on by a qualified employee of the District or an independent certified real estate appraiser selected by the District and that the Property after said substitution or addition has a useful life equal to or greater than the maximum remaining term of the Lease Agreement (including any extensions authorized pursuant to the Lease Agreement);

(iv) The District will obtain an amendment to the existing title insurance policy required pursuant to or will obtain a new title insurance policy meeting the requirements of the Lease Agreement which describes the Substitute Site or Additional Site;

(v) The District will provide notice of such substitution or addition to any rating agency then rating the Certificates;

(vi) Such substitution or addition will not cause the District to violate any of its covenants, representations and warranties made in the Lease Agreement or in the Trust Agreement, as evidenced by a certificate of a District Representative delivered to the Trustee;

(vii) The District will deliver to the Trustee and the Corporation a certificate that the substituted or additional property is essential for performing the District's governmental functions relating to public education;

(viii) The District shall obtain the written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy; and

(ix) The District will obtain an opinion of Special Counsel that such substitution or addition, in and of itself, will not result in the loss of exclusion from gross income for federal income tax purposes of the interest evidenced by the Certificates.

The District will have, and is under the Lease Agreement granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Property, provided that the District will satisfy all of the following requirements which are under the Lease Agreement declared to be conditions precedent to such release:

(i) If the District holds fee title to such Property, the District will file with the Corporation, the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Trustee an amended and recorded Site Lease which describes the Property, as revised by such release and will record or cause to be recorded any document necessary to re-convey such released property under the Site Lease;

(ii) The District will file with the Corporation and the Trustee an amended and recorded ease Agreement which describes the Property, as revised by such release and will record or cause to be recorded with the Los Angeles County Recorded any document necessary to re-convey such released property under the Lease Agreement;

(iii) The District delivers to the Trustee and the Corporation a certificate of the District stating that the Property after said release has an annual fair rental value equal to or greater than the maximum Lease Payments due in any Rental Period, as determined on the basis of an appraisal of the Property after said release, conducted by an MAI appraiser designated by the District and that the Property after said release has a useful life equal to or greater than the maximum remaining term of the Lease Agreement (including of any extensions authorized pursuant to the Lease Agreement);

(iv) The District will obtain an amendment to the title insurance policy required pursuant to or will obtain a new title insurance policy meeting the requirements of the Lease Agreement which describes the Property, as revised by such release;

(v) The District will provide notice of such release to any rating agency then rating the Certificates;

(vi) The District shall obtain the written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy;

(vii) Such release will not cause the District to violate any of its covenants, representations and warranties made in the Lease Agreement or in the Trust Agreement, as evidenced by a certificate of a District Representative delivered to the Trustee; and

(viii) The District will obtain an opinion of Special Counsel that such release, in and of itself, will not result in the loss of exclusion from gross income for federal income tax purposes of the interest evidenced by the Certificates.

The District and the Corporation will not alter, modify or cancel, or agree or consent to alter, modify or cancel the Lease Agreement, except with the written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, in connection with a substitution, addition or release permitted by the Lease Agreement and the Trust Agreement.

Events of Default

The following will be "Events of Default" under the Lease Agreement and the terms "Events of Default" and "Default" will mean, whenever they are used in the Lease Agreement, any one or more of the following events:

Failure by the District to pay any Lease Payment or Additional Payment required to be paid under the Lease Agreement at the time specified in the Lease Agreement.

(a) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the Lease Agreement, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, the Trustee or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding; provided, however, with the consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee, and such Owners will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

(b) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

Remedies on Default

Whenever any Event of Default or Default referred to in the Lease Agreement will have happened and be continuing, it will be lawful for the Corporation at the direction of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, to exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything in the Lease Agreement or in the Trust Agreement to the contrary, there will be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant of the Lease Agreement to be kept and performed by the District is expressly made a condition and upon the breach thereof the Corporation, at the direction of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate the Lease Agreement as provided in the Lease Agreement; provided, that no such termination will be effected either by operation of law or acts of the parties to the Lease Agreement, except only in the manner expressly provided in the Lease Agreement. In the event of such Event of Default or Default and notwithstanding any re-entry by the Corporation, the District will, as expressly provided in the Lease Agreement, continue to remain liable for the payment of the Lease Payments and/or damages for breach of the Lease Agreement and the performance of all conditions contained in the Lease Agreement and, in any event such Lease Payments and/or damages will be payable to the Corporation at the time and in the manner as provided in the Lease Agreement, to wit:

(a) In the event the Corporation, at the direction of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, does not elect to terminate the Lease Agreement in the manner provided in the Lease Agreement, the District agrees to and will remain liable for the payment of all Lease Payments and the performance of all conditions contained in the Lease Agreement and will reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation does not re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of the Lease Agreement, but said Lease Payments and/or deficiency will be payable only at the same time and in the same manner as provided in the Lease Agreement for the payment of Lease Payments under the Lease Agreement, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation or the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The District under the Lease Agreement irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Property upon the occurrence and continuation of any Default or Event of Default and to remove all personal property whatsoever situated upon the Property to place such property in storage or other suitable place in Los Angeles County, for the account of and at the expense of the District, and the District under the Lease Agreement exempts and agrees to save harmless the Corporation and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy or either of their duly authorized agents in accordance with the provisions contained in the Lease Agreement. The District under the Lease Agreement waives any and all claims for damages caused or which may be caused by the Corporation and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy or either of their duly authorized agents in re-entering and taking possession of the Property as provided in the Lease Agreement and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property. The District agrees that the terms of the Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of the Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing will constitute a surrender or termination of the Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, upon the occurrence and continuation of any Default or Event of Default under the Lease Agreement, the right to terminate the Lease Agreement will vest in the Corporation to be effected in the sole and exclusive manner provided for in the Lease Agreement. The District further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and under the Lease Agreement conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Property.

Upon the occurrence and continuation of any Default or Event of Default under the Lease Agreement, the Corporation at its option, at the direction of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, may terminate the Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of the Lease Agreement by the Corporation at its option and in the manner provided in the Lease Agreement on account of an Event of Default or a Default by the District (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing or sale of the Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is provided in the Lease Agreement in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing will be the absolute property of the Corporation and the District will have no right thereto, nor will the District be entitled to any credit in the event of a deficiency in the rentals received by the Corporation from the Property. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation will of itself operate to terminate the Lease Agreement, and no termination of the Lease Agreement on account of default by the District will be or become effective by operation of law, or otherwise, unless and until the Corporation will have given written notice to the District of the election on the part of the Corporation to terminate the Lease Agreement. The District covenants and agrees that no surrender of the Property or of the remainder of the Term of the Lease Agreement or any termination of the Lease Agreement will be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

No Remedy Exclusive

No remedy conferred in the Lease Agreement upon or reserved to the Corporation and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under the Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy to exercise any remedy reserved to it in the applicable articles of the Lease Agreement it will not be necessary to give any notice, other than such notice as may be required under the applicable articles of the Lease Agreement or by law.

Agreement to Pay Attorneys' Fees and Expenses

In the event either party to the Lease Agreement should default under any of the provisions of the Lease Agreement and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party contained in the Lease Agreement, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under the Lease Agreement.

Application of Proceeds

All net proceeds received from the release or other disposition of the Property under the applicable articles of the Lease Agreement, and all other amounts derived by the Corporation or the Trustee as a result of a Default or an Event of Default under the Lease Agreement, will be transferred to the Trustee promptly upon receipt thereof and applied by the Trustee in accordance with the Trust Agreement.

Trustee, Insurer and Owners to Exercise Rights

Such rights and remedies as are given to the Corporation under the applicable articles of the Lease Agreement have been assigned by the Corporation to the Trustee under the Trust Agreement, to which assignment the District under the Lease Agreement consents. Such rights and remedies will be exercised by the Trustee, the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of the Certificates as provided in the Trust Agreement and in the Lease Agreement.

Security Deposit

Notwithstanding any other provision of the Lease Agreement the District may, secure the payment of all or a portion of the Lease Payments remaining due with respect to the Certificates by a deposit with an escrow holder under an escrow deposit and trust agreement as referenced in the Trust Agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) an amount which, together with amounts on deposit in the Lease Payment Fund and Net Proceeds Fund, is sufficient to pay all unpaid Lease Payments with respect to such Certificates, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in the Lease Agreement, or (ii) Eligible Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of moneys or Eligible Securities then on deposit and interest earnings thereon in the Lease Payment Fund and Net Proceeds Fund with respect to such Certificates, be fully sufficient to pay or repay all unpaid Lease Payments with respect to such

Certificates on or before their respective Payment Dates (a "Verification Report"); or (b) in the case of a security deposit relating to a portion of the Lease Payments with respect to such Certificates, a certificate executed by a District Representative designating the portion of the Lease Payments with respect to such Certificates to which the deposit pertains, and either (i) an amount of money which is sufficient to pay the portion of the Lease Payments with respect to such Certificates designated in such District Representative's certificate, including the principal and interest components thereof, or (ii) Eligible Securities derived from Available Moneys in such amount as will, together with interest to be received thereon, if any, in the opinion of an independent certified public accountant, be fully sufficient to pay the portion of the Lease Payments with respect to such Certificates designated in the aforesaid District Representative's certificate.

Prior to any defeasance becoming effective under the Lease Agreement (i) the District will cause to be delivered a copy of the escrow deposit agreement entered into in connection with such defeasance, which escrow deposit agreement will provide that no substitution of Eligible Securities will be permitted except with other Eligible Securities and upon delivery of a new Verification Report and no reinvestment of Eligible Securities will be permitted except as contemplated by the original Verification Report or upon delivery of a new Verification Report, and (ii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee and the District, in form and in substance acceptable to the Trustee and the District, to the effect that such Certificates have been paid within the meaning and with the effect expressed in the Trust Agreement, and all agreements and covenants of the Corporation, the District and the Trustee to the Owners of such Certificates under the Trust Agreement have ceased, terminated and become void and have been discharged and satisfied.

In the event of a deposit pursuant to the Trust Agreement as to all Lease Payments evidenced by the Certificates and satisfaction of the requirements set forth in the Trust Agreement, all obligations of the District under the Lease Agreement will cease and terminate, excepting only the obligation of the District to make, or cause to be made, all payments from the deposit made by the District pursuant to the Lease Agreement. Said deposit and interest earnings thereon will be deemed to be and will constitute a special fund for the payments provided for by the Lease Agreement.

Net-net-net Lease

The Lease Agreement will be deemed and construed to be a "net-net-net lease" and the District agrees under the Lease Agreement that the Lease Payments will be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Further Assurances and Corrective Instruments

The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to the Lease Agreement and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property leased under the Lease Agreement or intended so to be or for carrying out the expressed intention of the Lease Agreement.

Assignment to Trustee; Third Party Beneficiaries

The District understands and agrees that, upon the execution and delivery of the Assignment Agreement (which is occurring simultaneously with the execution and delivery of the Lease Agreement), all right, title and interest of the Corporation in and to the Lease Agreement will be sold, assigned and transferred to the Trustee for the benefit of the Owners of the Certificates. The District consents under the Lease Agreement to such sale, assignment and transfer. Upon the execution and delivery of the Assignment Agreement, references in the operative provisions of the Lease Agreement to the Corporation will be deemed to be references to the Trustee, as assignee of the Corporation. The Certificateholders, the Trustee and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy are expressly recognized as third-party beneficiaries under this Lease and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy may enforce any right, remedy, or claim conferred upon, given, or granted thereunder.

TRUST AGREEMENT

Security Provisions

In order to secure the respective rights of the Owners to the payments required to be made thereto as provided in the Trust Agreement, the District hereby irrevocably pledges to the Trustee, for the benefit of the Owners and the Insurer for so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy (provided, the Insurer shall always retain its right to the extent it has become subrogated to holders of any Certificates), all of its right, title and interest, if any, in and to all amounts on deposit from time to time in the funds and accounts established under the Trust Agreement. It is the intent of the District and the Corporation that by reason of the assignment by the Corporation pursuant to the Assignment Agreement, the Corporation will have no right, title or interest in or to the funds and accounts established under the Trust Agreement or the amounts on deposit therein. Nonetheless, should it be determined that, notwithstanding the intent of the parties, the Corporation does have any interest in the funds and accounts established under the Trust Agreement or the amounts on deposit therein, the Corporation hereby irrevocably pledges to the Trustee for the benefit of the Owners all of its right, title and interest in and to all amounts on deposit from time to time in the funds and accounts established under the Trust Agreement. This pledge will constitute a first lien on the funds and accounts established under the Trust Agreement in accordance with the terms of the Trust Agreement.

All Lease Payments will be paid directly by the District to the Trustee, and if received by the Corporation at any time will be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof. All Lease Payments paid by the District will be deposited by the Trustee in the Lease Payment Fund, which the Trustee will establish and maintain until all required Lease Payments are paid in full pursuant to the Lease Agreement and until the first date upon which the Certificates are no longer Outstanding. The moneys in the Lease Payment Fund will be held in trust by the Trustee and will be disbursed only for the purposes and uses authorized in the Trust Agreement.

The District, the Corporation, the Trustee and each of them acknowledges and agree that upon the execution and delivery of the Assignment Agreement, the Corporation will have no rights (except its rights to indemnification), obligations, or duties under the Site Lease and the Lease Agreement, and will have been released from all of such rights, obligations, and duties, all of which have been assigned to the Trustee pursuant to the Assignment Agreement.

Lease Payment Fund

There is established under the Trust Agreement and the Trustee will maintain a special fund designated as the "2020 Certificates Series A Los Angeles Unified School District Lease Payment Fund" (the "Lease Payment Fund"). So long as any Certificates of a Series are Outstanding, neither the District nor the Corporation will have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement, and such moneys will be used and applied by the Trustee as set forth in the Trust Agreement.

The Trustee, on each Lease Payment Date, will deposit in the Lease Payment Fund a sufficient amount of money such that the aggregate of amounts therein equal the portion of the Lease Payments designated as the principal and interest component coming due on such Lease Payment Date. Moneys in the Lease Payment Fund will be used by the Trustee for the purpose of paying the principal and interest evidenced by the Certificates when due and payable.

There will be deposited in the Lease Payment Fund all Lease Payments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to the Lease Agreement (regarding Lease Payments), and any other moneys required to be deposited therein pursuant to the Lease Agreement or pursuant to the Trust Agreement, including pursuant to the Lease Agreement (regarding proceeds of rental interruption insurance). Upon receipt of all amounts to be deposited in the Lease Payment Fund, the Trustee will credit the amount of Lease Payments required to pay the principal and interest with evidenced by the Certificates.

Prepayment Fund

There is established under the Trust Agreement and the Trustee will maintain a special fund designated as the "2020 Certificates Series A Los Angeles Unified School District Prepayment Fund" (the "Prepayment Fund"). The Trustee will keep such funds and accounts separate and apart from all other funds and moneys held by it and will administer such funds and accounts as provided in the Trust Agreement. Moneys to be used for prepayment of any Certificates of a Series will be deposited into the related Prepayment Account and used solely for the purpose of prepaying such Certificates of such Series in advance of their maturity on the date designated for prepayment and upon presentation and surrender of such Certificates.

The Trustee will notify the District of any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding of the related Certificates, including accrued interest, and payment of any applicable fees and expenses to the Trustee (including amounts due pursuant to the Trust Agreement), or provision made therefor satisfactory to the Trustee, and provisions for all amounts required to be transferred to the District to pay rebate pursuant to the Tax Certificate. All such funds will be withdrawn by the Trustee and timely remitted to the District.

Application of Moneys

All amounts in the Lease Payment Funds will be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest evidenced by the Certificates as the same will become due and payable, in accordance with the provisions of the Trust Agreement, subject to the requirement that certain investment earnings thereon may be transferred to the District to pay rebate as the District instructs the Trustee in writing in accordance with the Tax Certificate.

On or before each Interest Payment Date, the Trustee will first set aside from the Lease Payment Fund an amount sufficient to pay the interest evidenced by the Certificates becoming due and payable on such date, and pay such amount to the Owners, second, set aside from the Lease Payment Fund an amount sufficient to pay the principal evidenced by the Certificates becoming due and payable on such Interest Payment Date, and pay such amount to the Owners, and third, to the payment of any amounts due and owing to the Insurer.

Surplus

The Trustee shall notify the District of any funds remaining in the Lease Payment Fund after payment of all Certificates Outstanding, including accrued interest and payment of any applicable fees to the Trustee or other amounts due the Trustee pursuant to the Trust Agreement, or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the District to pay rebate as the District instructs the Trustee in writing in accordance with the Tax Certificate. All such funds will be withdrawn by the Trustee and timely remitted to the District.

Payment Procedure Pursuant to the Insurance Policy

In the event that on the second Business Day prior to any Payment Date, the Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Certificates due on such Payment Date, the Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

In addition, if the Trustee has notice that any Certificateholder has been required to disgorge payments of principal of or interest on the Certificates pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Certificateholder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for Certificateholders of the Insured Certificates as follows:

(a) If there is a deficiency in amounts required to pay principal of or interest on the Insured Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such Certificateholders in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Insured Certificates, (ii) receive as designee of the respective Certificateholders, in accordance with the tenor of the Insurance Policy payment from the Insurer with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Certificates, and (iv) disburse the same to such respective Certificateholders; and

(b) If there is a deficiency in amounts required to pay principal of the Insured Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such Certificateholders in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Insured Certificates surrendered to the Insurer, (ii) receive as designee of the respective Certificateholders in accordance with the tenor of the Insurance Policy payment therefore from the Insurer, (iii) segregate all such payments in the Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Certificates, and (iv) disburse the same to such Certificateholders.

The Trustee shall designate any portion of payment of principal on Insured Certificates paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Certificateholder, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name directed by the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Certificate shall have no effect on the amount of principal or interest payable by the District on any Insured Certificate or the subrogation or assignment rights of the Insurer.

Payments with respect to claims for interest on and principal of Insured Certificates disbursed by the Trustee from proceeds of the Insurance Policy shall not be considered to discharge the obligation of the District with respect to such Certificates, and the Insurer shall become the owner of such unpaid Certificates and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. This Trust Agreement, the Lease, the Assignment Agreement and the Site Lease shall not be discharged or terminated unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the District and the Trustee agree for the benefit of the Insurer that (a) they recognize that to the extent the Insurer makes payments directly or indirectly, on account of principal of or interest on the Insured Certificate, the Insurer will be subrogated to the rights of such Certificateholders to receive the amount of such principal and interest from the District, with interest thereon, as provided and solely from the sources stated in this Trust Agreement, the Lease, the Assignment Agreement, the Site Lease and the Insured Certificates; and (b) they will accordingly pay to the Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Certificates, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Certificates to Certificateholders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account and the allocation of such funds to payment of interest on and principal paid in respect of any Insured Certificate. The Insurer shall have the right to inspect such records at reasonable times during the Trustee's normal business hours upon reasonable notice to the Trustee.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Certificate payment date shall promptly be remitted to the Insurer.

Notwithstanding anything herein or the Lease Agreement to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy ("Policy Payments"); and (ii) interest on such Policy Payments from the date paid by the Insurer until payment thereof in full by the District, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Reimbursement Amounts") compounded semi-annually.

The obligations of the District to the Insurer under this Trust Agreement, the Lease, the Assignment Agreement and the Site Lease shall survive discharge or termination of this Trust Agreement, the Lease, the Assignment Agreement and the Site Lease.

Reimbursement to Insurer

The District shall reimburse the Insurer, as Additional Payments under the Lease, any and all charges, fees, costs and expenses which the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement, (ii) the pursuit of any remedies under this Trust Agreement or the Lease, Site Lease and the Assignment Agreement or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to or related to, this Trust Agreement or the Lease, the Site Lease or the Assignment Agreement whether or not executed or completed, (iv) any litigation or other dispute in connection with this Trust Agreement or the Lease, the Site Lease or the Assignment Agreement or the transactions contemplated thereby, other than amounts resulting from the failure of the Insurer to honor its obligations under the Insurance Policy.

Notwithstanding anything in the Trust Agreement to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by Insurer under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by

BAM until payment thereof in full by the District, payable to the Insurer at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the District hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by the Lease Payments and the Property on a parity with debt service payments due and payable on the Insured Certificates.

Rights of Insurer

For so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy (provided, the Insurer shall always retain its right to the extent it has become subrogated to holders of any Certificates), the Insurer shall be deemed to be the sole Owner of the Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Certificates are entitled to take pursuant to this Trust Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of this Trust Agreement and each Certificate, each Owner of the Certificates appoints the Insurer as its agent and attorney-in-fact with respect to the Certificates and agrees that the Insurer may at any time during the continuation of any proceeding by or against the Corporation or the County under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Certificates delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Certificates in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment.

Net Proceeds Fund

There is established under the Trust Agreement and the Trustee will maintain a special fund when needed designated as the "2020 Certificates Series A Los Angeles Unified School District Net Proceeds Fund" (the "Net Proceeds Fund") to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided in the Trust Agreement. The Trustee will deposit Net Proceeds in the Net Proceeds Fund as provided in the Lease Agreement.

The Trustee will disburse Net Proceeds for replacement or repair of the Property as provided in the Lease Agreement only if it has received the certification and moneys, if any, required by the Lease Agreement (and the Trustee will be protected absolutely in making any disbursements from the Net Proceeds Fund in reliance upon the requisition described in the Lease Agreement), or transfer such Net Proceeds to the Prepayment Fund upon notification by the District Representative as provided in the Lease Agreement. After all of the Certificates have been retired, the entire amount of principal and interest with respect to the Certificates has been paid in full, and payment of any amounts due to the Trustee pursuant to the Trust Agreement, or provision is made therefor satisfactory to the Trustee, including provisions for all amounts required to be transferred to the District to pay rebate pursuant to the Tax Certificate, the Trustee will remit any remaining moneys in the Net Proceeds Fund to the District.

The Corporation and the Trustee will cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to the Lease Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any item or portion thereof.

Held in Trust

The moneys and investments held by the Trustee under the Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates, and such moneys, and any income or interest earned thereon, will be expended only as provided in the Trust Agreement, and will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the District, or any of them. The Certificates evidence an interest in all Lease Payments, and all funds and accounts established under the Trust Agreement are held for the benefit of all Owners equally.

Investments Authorized

The District will by Written Request of the District filed at least two Business Days in advance with the Trustee direct investment in specific Permitted Investments identified in such Written Request of the District. In the absence of such Written Request of the District, the Trustee will make investments solely in those Permitted Investments set forth in paragraph (4) of the definition thereof; provided, however, that such investment will be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee has received written direction of the District specifying a specific money market fund, and if no such written direction of the District is received, the Trustee will hold such moneys uninvested. The Trustee may conclusively rely upon such investment direction as a certification that such investment constitutes a Permitted Investment.

Such investments, if registrable, will be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee. The Trustee or any of its affiliates may act as sponsor, advisor or provide administrative or management services in connection with any Permitted Investments.

The Trustee or an affiliate may purchase or sell to itself or any affiliate, as principal or agent, Permitted Investments and will be entitled to its customary fee therefor. The Trustee may act as purchaser or agent in the making or disposing of any investment.

The Trustee will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the Trust Agreement and upon the Written Request of the District.

Any income, profit or loss on the investment of moneys held by the Trustee under the Trust Agreement will be credited for which such moneys are held, except as otherwise provided in the Trust Agreement; provided that in all cases income on investments may be transferred to the District to pay rebate pursuant to the Tax Certificate upon the Written Request of the District. The Trustee shall have no duty to review, verify or analyze any financial statements furnished to it by the District, and shall hold such financial statements solely as a repository for Certificate Owners. The Trustee shall not be deemed to have notice of any information contained therein or any Event of Default that may be disclosed therein in any manner.

Accounting of Investments

The Trustee will furnish to the District, not less frequently than monthly, an accounting of all investments made by the Trustee and all funds and amounts held by the Trustee hereunder. The Trustee will keep accurate records in accordance with industry standards of all funds administered by it and of all Certificates paid and discharged. The Corporation and District acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Corporation or the District the right to receive brokerage confirmations of security transactions as they occur at no additional cost, the Corporation and the District specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Corporation and the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee under the Trust Agreement.

The Trustee

Any successor Trustee appointed pursuant to the Trust Agreement shall be a national banking association supervised by the Office of the Comptroller of the Currency, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and, and have a reported capital and surplus of not less than $250,000,000 (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets, or (C) otherwise approved by the Insurer. If such bank or national banking association publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purpose of this Section the combined capital and surplus of such bank or national banking association shall be deemed to be its combined capital and surplus as set forth in its most recent published report of condition.

So long as there is no Event of Default or occurrence that with the passage of time will become an Event of Default, upon 30 days' written notice, the District may, with the prior written consent of the Insurer, remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto. The Trustee may be removed by the District any time for any breach of trust under the Trust Agreement.

The Trustee may resign by giving written notice to the District, the Corporation and the Insurer; provided that such resignation will not take effect until a successor Trustee is appointed as provided in the Trust Agreement. Upon receiving such notice of resignation, the District will promptly appoint a successor Trustee. In the event the District does not name a successor Trustee within 30 days of receipt of notice of the Trustee's resignation, then the Trustee may petition a court of suitable jurisdiction to seek the immediate appointment of a successor Trustee.

Any resignation or removal of the Trustee and appointment of a successor Trustee will become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee will mail notice thereof to the Owners at their respective addresses set forth on the Certificate Register.

Merger or Consolidation

Any banking corporation or national banking association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it will be a party or any banking corporation or national banking association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such banking corporation or national banking association will be eligible under the Trust Agreement, will be the successor to the Trustee without the execution or filing of any paper or further act, anything in the Trust Agreement to the contrary notwithstanding. Prompt notice of such merger or consolidation will be given to the District and the Corporation. All costs and expenses of such merger or consolidation will be paid by the successor trustee and no additional charges will be levied against the District or the Corporation.

Protection of the Trustee

The Trustee will be protected and will incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it will in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and the Trustee will 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, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements and matters.

The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by the Trustee under the Trust Agreement in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Special Counsel acceptable to the Trustee, which opinion will be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or the Trustee may require a Certificate of the District or Certificate of the Corporation, in lieu of or in addition to such opinion, concerning the proposed action. If it does so in good faith, the Trustee will be absolutely protected in relying on such opinion or such verified certificate.

Whenever in the administration of its duties under the Trust Agreement, the Trustee will deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Trust Agreement, such matter (unless other evidence in respect thereof be specifically prescribed in the Trust Agreement), in the absence of bad faith on the Trustee's part, will be deemed to be conclusively proved and established by a Certificate of the District or a Certificate of the Corporation and such certificate will be full warranty to the Trustee, in the absence of bad faith on its part, for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as the Trustee may deem reasonable.

No provision in the Trust Agreement will require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties under the Trust Agreement if the Trustee will have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

The Trustee will not be accountable for the use or application by the District, the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of the Trust Agreement.

The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District or the Corporation of the Property. In no event will the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Lease Agreement or the Trust Agreement for the existence, furnishing or use of the Property.

The Trustee undertakes to perform such duties, and only such duties as are specifically set forth in the Trust Agreement and no implied duties or obligations will be read into the Trust Agreement against the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including without limitation the Owners, the District and the Corporation, having any claim against the Trustee arising from actions taken by the Trustee in compliance with the Trust Agreement will look only to the funds and accounts held by the Trustee under the Trust Agreement for payment except as otherwise provided in the Trust Agreement. Under no circumstances will the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

Before taking any action under the Trust Agreement at the request of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy or the Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

The Trustee will have no responsibility, opinion or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Certificates.

All indemnifications and releases from liability granted under the Trust Agreement to the Trustee will extend to its officers, directors, employees and agents.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Insurer or the Owners of a majority in aggregate principal amount of Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Trust Agreement.

Rights of the Trustee

The Trustee may become the Owner of Certificates with the same rights that it would have if it were not Trustee; may acquire and dispose of other bonds or evidences of indebtedness of the District with the same rights that it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee will represent the Owners of the majority in principal amount of the Certificates then Outstanding.

The Trustee may execute any of the trusts or powers of the Trust Agreement and perform the duties required of it under the Trust Agreement by or through attorneys, agents, or receivers, and will be entitled to advice of counsel concerning all matters of trust and its duty under the Trust Agreement.

Standard of Care

The Trustee will not be liable in connection with the performance of its duties under the Trust Agreement or under the Assignment Agreement, except for its own negligence or willful misconduct. Upon the occurrence of an Event of Default, the Trustee will exercise such care in performing its duties under the Trust Agreement as a reasonable person would exercise in the conduct of his or her affairs.

Compensation of the Trustee

As Additional Payments under the Lease Agreement, the District will pay to the Trustee reasonable compensation for its services as will be agreed upon between the Trustee and the District, and the District will reimburse the Trustee for all of its advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by the Trustee in the exercise and performance of its powers and duties under the Trust Agreement, and the Trustee will have a lien therefor on any and all funds at any time held by it under the Trust Agreement, which lien will be prior and superior to the lien of the Owners. The District's obligation under the Trust Agreement will remain valid and binding notwithstanding maturity and payment of the Certificates.

Indemnification of the Trustee

The District will indemnify, to the extent permitted by law, and save the Trustee harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on or to, the Property by the District; (ii) any breach or default on the part of the District in the performance of any of its obligations under the Trust Agreement and any other agreement made and entered into for purposes of the Property; (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property; (iv) any act of negligence of any assignee of, or purchaser from, the District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Property; (v) acquisition or construction of the Property; (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Property by the District; (vii) the Trustee's exercise and performance of its powers and duties under the Trust Agreement; (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Certificates; or (ix) or related to the presence on, under or about, or release from the Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as toxic or hazardous under State, local or federal law, and the violation or noncompliance with, any such laws by the District or the Corporation. Such indemnification will include the costs and expenses of defending against any claim or liability arising under the Trust Agreement. No indemnification will be made under the Trust Agreement for willful misconduct, negligence, or breach of duty under the Trust Agreement by the Trustee, its officers, agents, employees, successors or assigns. The District's obligations under the Trust Agreement will remain valid and binding notwithstanding maturity and payment of the Certificates or the resignation or removal of the Trustee. The District's obligations under the Trust Agreement will remain valid and binding notwithstanding the maturity and payment of the Certificates or resignation or removal of the Trustee.

Amendments

The Trust Agreement and the rights and obligations of the Owners, the Lease Agreement and the rights and obligations of the parties thereto, the Site Lease and the rights and obligations of the parties thereto and the Assignment Agreement and the rights and obligations of the parties thereto may be modified or amended at any time by a supplemental agreement that will become effective when the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in the Trust Agreement, and the Insurer for so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy will have been filed with the Trustee. No such modification or amendment will:

(i) extend or have the effect of extending the fixed maturity of any Certificate or the time of payment of interest evidenced thereby, or reduce or have the effect of reducing the interest rate with respect to any Certificate, the amount of principal evidenced thereby or the amount of any premium payable upon the prepayment thereof, or

(ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Lease Agreement, or

(iii) modify any of the rights or obligations of the Trustee without its written assent thereto.

Any such supplemental agreement will become effective as provided in the Trust Agreement.

The Trust Agreement and the rights and obligations of the Owners, the Lease Agreement and the rights and obligations of the parties thereto, the Site Lease and the rights and obligations of the parties thereto and the Assignment Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement with the prior consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and without the consent of any Owners, but only to the extent permitted by law and only:

(i) to cure, correct or supplement any ambiguous or defective provision contained in the Trust Agreement or therein;

(ii) in regard to matters arising under the Trust Agreement, the Site Lease, the Lease Agreement and the Assignment Agreement, as the parties thereto may deem necessary or desirable and which (based upon opinions as provided in the Trust Agreement), will not adversely affect the interest of the Owners or the Insurer; or

(iii) to remove, add or substitute Property as provided by the Lease Agreement.

Any such supplemental agreement will become effective upon execution and delivery by the parties hereto or thereto as the case may be.

In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Trust Agreement would adversely affect the security for the Certificates or the rights of the Owners of the Certificates, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

Prior to executing such supplemental agreements, the Trustee will be entitled to receive and rely on an opinion of counsel to the effect that the execution of such supplemental agreement is authorized or permitted under the Trust Agreement.

The Trust Agreement, the Lease Agreement, the Site Lease or the Assignment Agreement may be amended by supplemental agreement as provided in the Trust Agreement in the event that the consent of the Owners is required pursuant to the Trust Agreement. A copy of such supplemental agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee by first-class mail, postage prepaid, to each Owner at his or her address as set forth in the Certificate Register, but failure to receive copies of such supplemental agreement and request so mailed will not affect the validity of the supplemental agreement when assented to as provided in the Trust Agreement.

Such supplemental agreement will not become effective unless there will be filed with the Trustee the written consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in the Trust Agreement) and notices will have been mailed as provided in the Trust Agreement. Each such consent will be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof will be such as is permitted by the Trust Agreement. Any such consent will be binding upon the Insurer and the Owner of the Certificate giving such consent and on any subsequent Owner thereof (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice provided for in the next paragraph has been mailed.

After the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of the required percentage of Certificates will have filed their consents to such supplemental agreement, the Trustee will mail a notice to the Owners of the Certificates in the manner hereinbefore provided in the Trust Agreement for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in the Trust Agreement (but failure to mail copies of said notice will not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by the Trust Agreement to be filed with the Trustee, will be proof of the matters therein stated until the contrary is proved.

Disqualified Certificates

Certificates owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in the Trust Agreement, and will not be entitled to vote upon, consent to, or take any other action provided for in the Trust Agreement; except that in determining whether the Trustee will be protected in relying upon any such vote, consent, waiver or other action of an Owner, only Certificates which the Trustee actually knows to be owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) will be disregarded unless all Certificates are so owned, in which case such Certificates will be considered outstanding for the purpose of such determination.

The District or Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in the Trust Agreement will be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified.

Effect of Supplemental Agreement

From and after the time that any supplemental agreement becomes effective pursuant to the Trust Agreement, the Trust Agreement, the Site Lease or the Lease Agreement, as the case may be, will be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and of all Owners of Certificates Outstanding, as the case may be, will thereafter be determined, exercised and enforced thereunder subject in all respects to such modification and amendment, and all of the terms and conditions of any supplemental agreement will be deemed to be part of the terms and conditions of the Trust Agreement, the Lease Agreement or the Site Lease, as the case may be, for any and all purposes.

Compliance with and Enforcement of the Lease Agreement

The District covenants and agrees with the Insurer and the Owners to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Insurer and the Owners to perform all obligations and duties imposed on it under the Lease Agreement.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease Agreement by the Corporation. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or the leasehold interests therein, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

Observance of Laws and Regulations

The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and franchises will be maintained and preserved, and will not become abandoned, forfeited or in any manner impaired.

Prosecution and Defense of Suits

The District will promptly take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and will prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and will indemnify, to the extent permitted by law, and save the Trustee and every Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Further Assurances

The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Trust Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided in the Trust Agreement.

Continuing Disclosure

The District covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate will not be considered an Event of Default under the Trust Agreement; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this the Trust Agreement. For purposes of the section of the Trust Agreement regarding continuing disclosure, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

Limited Liability of the District and Corporation

Except for the payment of Lease Payments, Additional Payments and Prepayments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in the Trust Agreement and in the Lease Agreement, the District will have no obligation or liability to the Owners or to any of the other parties hereto with respect to the Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee. The Corporation will not have any obligation or liability to the Owners or to any of the other parties hereto with respect to the Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the payment when due of the Lease Payments or the Additional Payments by the District or the distribution of the Lease Payments to the Owners by the Trustee, or the performance by the District of the other agreements and covenants required to be performed by the District contained in the Lease Agreement and the Trust Agreement.

Except as expressly provided in the Trust Agreement, neither the District nor the Corporation will have any obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement.

Limited Liability of Trustee

The Trustee will have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

The Trustee makes no representations as to the validity or sufficiency of the Certificates, will incur no responsibility in respect thereof, other than in connection with the duties or obligations in the Trust Agreement or in the Certificates expressly assigned to or imposed upon it. The Trustee will not be responsible for the sufficiency of the Lease Agreement. The Trustee will not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease Agreement (except as provided in the Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of the Property.

The Trustee will have no obligation or liability to any of the other parties or the Owners with respect to the Trust Agreement or the failure or refusal of any other party to perform any covenant or agreement made by any of them under the Trust Agreement or the Lease Agreement, but will be responsible solely for the performance of the duties and obligations expressly imposed upon it under the Trust Agreement.

The Trustee assumes no responsibility for the correctness of the recitals of facts, covenants and agreements in the Trust Agreement and contained in the Certificates of the District or the Corporation (as the case may be).

Limitation of Rights of Parties and Owners

Nothing in the Trust Agreement or in the Certificates expressed or implied is intended or will be construed to give any person other than the District, the Corporation, the Trustee, and the Owners any legal or equitable right, remedy or claim under or in respect of the Trust Agreement or any covenant, condition or provision of the Trust Agreement; and all such covenants, conditions and provisions are and will be for the sole and exclusive benefit of the District, the Corporation, the Trustee, and the Owners.

Events of Default

The following events will be Events of Default:

(i) default in the due and punctual payment of the principal of or premium, if any, with respect to any Certificate when and as the same will become due and payable, whether at maturity as therein expressed, by proceedings for prepayment, by declaration or otherwise;

(ii) default in the due and punctual payment of any installment of interest with respect to any Certificate when and as such interest installment will become due and payable;

(iii) default by the District in the observance of any of the covenants, agreements or conditions on its part in the Trust Agreement contained, if such default will have continued for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, will have been given to the District and the Corporation by the Trustee, or to the District, the Corporation and the Trustee by the Owners of not less than twenty-five percent in aggregate principal amount of the Certificates at the time Outstanding; provided, however, that with the consent of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, if such default can be remedied but not within such 30-day period and if the District has taken all action reasonably possible to remedy such default within such 30-day period, such default will not become an Event of Default for so long as the District will diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time reasonably established by the Trustee; or

(iv) an event of default will have occurred and be continuing under the Lease Agreement.

Remedies

If an Event of Default will happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, after being indemnified to its satisfaction and subject to the provisions of the Trust Agreement, upon direction by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything in the Trust Agreement or in the Lease Agreement to the contrary, THERE WILL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. Anything in the Trust Agreement or the Lease Agreement to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Insured Obligations or the Trustee for the benefit of the owners of the Insured Certificates under the Trust Agreement or the Lease Agreement. No default or Event of Default may be waived without the Insurer's written consent so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy.

Application of Funds

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Trust Agreement or of the Lease Agreement, will be deposited into the Lease Payment Account and will be applied by the Trustee in the following order with respect to payments in first, Costs and Expenses, second, Interest, third, Principal, and fourth, Debt Service Reserve Fund upon presentation and surrender of the several Certificates.

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and then of the Owners, including reasonable compensation to its or their agents, attorneys and counsel incurred in connection with the particular Event of Default and any sums owed to the Trustee pursuant to the Trust Agreement (provided that no amounts transferred from the Debt Service Reserve Fund to the Lease Payment Fund will be applied for the foregoing purposes, but will be applied only for the purposes in paragraphs second and third below);

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available will not be sufficient to pay in full any installment or installments maturing 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.

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal of any Certificates that will have become due, whether at maturity or by call for prepayment, in the order of their due dates, with interest on the overdue principal and interest at a rate equal to the rate paid with respect to the Certificates and, if the amount available will not be sufficient to pay in full all the amounts due with respect to the Certificates 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.

Fourth, Insurer: to the extent not included in First, Second or Third above, to the payment of all costs and other amounts owing to the Insurer..

Institution of Legal Proceedings

If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, with the prior written consent of the Insurer and upon the written request of the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of a majority in principal amount of the Certificates then Outstanding and the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy, and upon being indemnified to its satisfaction therefor, will, proceed to protect or enforce its rights or the rights of the Owners and the Insurer by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained in the Trust Agreement or in the Lease Agreement, or in aid of the execution of any power granted in the Trust Agreement, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee will deem most effectual in support of any of its rights or duties under the Trust Agreement.

Non-Waiver

Nothing in the Trust Agreement or in the Certificates will affect or impair the obligation of the District, which is absolute and unconditional, to pay or prepay (in certain circumstances) the Lease Payments as provided in the Lease Agreement (or prepay Lease Payments in certain circumstances as provided in the Lease Agreement). No delay or omission of the Insurer, the Trustee or of any Owner to exercise any right or power arising upon the happening of any Event of Default will impair any such right or power or will be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by the Trust Agreement to the Insurer, the Trustee or to the Owners may be exercised from time to time and as often as will be deemed expedient by the Insurer, the Trustee or the Owners, as applicable.

Remedies Not Exclusive

No remedy in the Trust Agreement conferred upon or reserved to the Insurer, the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy will be cumulative and will be in addition to every other remedy given under the Trust Agreement or now or hereafter existing, at law or in equity or by statute or otherwise.

Power of Trustee and Insurer to Control Proceeding

In the event that the Trustee, upon the happening of an Event of Default, will have taken any action, by judicial proceedings or otherwise, pursuant to its duties under the Trust Agreement, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it will have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee will not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of at least a majority in principal amount of the Outstanding Certificates (along with continued indemnities to the Trustee's satisfaction) under the Trust Agreement opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Limitation on Owners' Right to Sue

No Owner of any Certificate executed under the Trust Agreement will have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Trust Agreement, unless (a) such Owner shall have previously given to the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Trustee written notice of the occurrence of an Event of Default under the Lease Agreement and the Insurer consents in writing to the action of such owner; (b) the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and the Owners of a majority in aggregate principal amount of all of the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers in the Trust Agreement before granted or to institute such action, suit or proceeding in its own name; (c) the Insurer so long as the Insured Certificates are Outstanding and the Insurer is not in default with respect to its obligations with respect to the Insurance Policy and said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy under the Trust Agreement; it being understood and intended that no one or more Owners shall have any right in any manner whatever by their action to enforce any right under the Trust Agreement, except in the manner provided in the Trust Agreement and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of the Trust Agreement.

Insurer Default

If an Insurer Default shall occur and be continuing, then, notwithstanding anything in this Trust Agreement to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Insurance Policy, to the extent of such payment the Insurer shall be treated like any other Certificateholder for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Insurance Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Insurance Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Insurance Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Insurer (including without limitation under the New York Insurance Law).

Agreement to Pay Attorneys' Fees and Expenses

In the event the District or Corporation should default under any of the provisions of the Trust Agreement and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or observance of any obligation or agreement on the part of the defaulting party contained in the Trust Agreement, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Defeasance

If and when any Outstanding Certificates of a Series shall be paid and discharged in any one or more of the following ways:

Payment: by paying or causing to be paid the principal of and interest and prepayment premiums (if any) evidenced by such Certificates to be defeased, as and when the same become due and payable;

Cash: if prior to maturity and having given notice of prepayment by irrevocably depositing with the Trustee, in trust, at or before maturity, an amount of cash which (together with cash then on deposit in the related account within Lease Payment Fund is sufficient to pay such Certificates of such Series, including all principal and interest and premium, if any; or

Defeasance Obligations: by irrevocably depositing with the Trustee, in trust in an escrow fund, noncallable Eligible Securities, together with cash and moneys then on deposit in the Lease Payment Fund, in such amount as will, together with interest to accrue thereon, as set forth in the opinion of an independent certified public accountant delivered to the Trustee, be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date.

so long as all amounts due or to become due to the Insurer have been paid in full or duly provided for, then, notwithstanding that any such Certificates of such series shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the District with respect to such Certificates of such Series will cease and terminate, except only certain of the rights of the Trustee (as described in the provisions of the Trust Agreement relating to the indemnification of the Trustee and compensation of the Trustee) and the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to the Trust Agreement to the Owners of such Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to the Trust Agreement such Certificates will continue to represent direct and proportionate interests of the Owners thereof in the Lease Payments under the Lease Agreement.

To accomplish defeasance the District shall at least three € Business Days prior to the effective date of such defeasance (i) deliver to the Trustee and the Insurer a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be addressed to and acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or prepayment date (a "Verification"), (ii) enter into an escrow deposit agreement (which shall be acceptable in form and substance to the Insurer), (iii) provide an opinion of nationally recognized special counsel addressed to the Trustee and the Insurer and acceptable to the Insurer regarding the validity and enforceability of the escrow deposit agreement and stating that the Certificates are no longer Outstanding under this Trust Agreement, and (iv) provide a certificate of discharge of the Trustee, which certificate may rely on the Verification with respect to the Certificates. The Insurer shall be provided with final drafts of the above-referenced documentation not less than three business days prior to the funding of the escrow.

The escrow deposit agreement shall provide that (i) any substitution of securities following the execution and delivery of the escrow deposit agreement shall require the delivery of a Verification, an opinion of special counsel that such substitution will not adversely affect the exclusion from gross income of the Certificateholders of the interest on the Certificates for federal income tax purposes and the prior written consent of the Insurer, which consent will not be unreasonably withheld; (ii) the District will not exercise any optional prepayment of the Lease Payments to affect a prepayment of the Certificates secured by the escrow deposit agreement or any other prepayment other than any Lease Payment related to a mandatory sinking fund prepayment on the Certificates unless the right to make any such prepayment has been expressly reserved in the escrow deposit agreement and such right of prepayment has been described in the offering document for the Certificates and a Verification is delivered to the Insurer as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such prepayment; and (iii) no amendment shall be made to the escrow deposit agreement, nor shall the District enter into a forward purchase agreement or other agreement with respect to rights in the defeasance escrow without the prior written consent of the Insurer.

The Trustee will notify the District of any funds held by the Trustee at the time of payment or provision for payment of all Outstanding Certificates pursuant to one of the procedures described in the Trust Agreement, which are not required for payment to be made to Owners will, after the payment of all fees and expenses of the Trustee, including pursuant to the Trust Agreement, be timely paid over to the District.

Notwithstanding the satisfaction and discharge of the Trust Agreement, the Trustee will retain such rights, powers and privileges under the Trust Agreement as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, evidenced by the Certificates and for the registration, transfer and exchange of the Certificates.

Insurer a Third Party Beneficiary

The Insurer is a third party beneficiary of the Trust Agreement.

APPENDIX D

FORM OF SPECIAL COUNSEL OPINION

Upon the delivery of the Certificates, Hawkins Delafield & Wood LLP, Special Counsel to the District, proposes to render its final approving opinion in substantially the following form:

Board of Education
Los Angeles Unified School District
Los Angeles, California

Ladies and Gentlemen:

We have acted as Special Counsel to the Los Angeles Unified School District (the "District") in connection with the execution and delivery of $28,390,000 Refunding Certificates of Participation, 2020 Series A (the "Certificates"), evidencing proportionate and undivided interests of the owners thereof in lease payments to be made by the District under the Lease Agreement, dated as of October 1, 2020 (the "Lease Agreement"), by and between the LAUSD Financing Corporation (the "Corporation"), as lessor, and the District, as lessee. The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2020 (the "Trust Agreement"), by and among the Corporation, the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

In rendering this opinion, we have reviewed the record of the actions taken by the District in connection with the execution and delivery of the Certificates. We have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such documents, instruments, or corporate records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion.

We are of the opinion that:

1. The Site Lease Agreement dated as of October 1, 2020 (the "Site Lease"), by and between the District, as lessor, and the Corporation, as lessee, the Lease Agreement and the Trust Agreement have been duly executed and delivered by the District and constitute the valid and binding obligations of the District and, assuming due execution by the other parties thereto, are enforceable against the District in accordance with their respective terms.

2. Assuming due authorization, execution and delivery of the Trust Agreement and the Certificates by the Trustee, the Certificates are entitled to the benefits of the Trust Agreement.

3. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described below, (i) the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates 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) the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code.

The Code establishes certain requirements which must be met subsequent to the execution and delivery of the Certificates in order that the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates be and remain excluded from gross income for federal income tax purposes under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of proceeds of the Certificates, restrictions on the investment of proceeds of the Certificates prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates to become subject to federal income taxation retroactive to their date of execution and delivery, irrespective of the date on which such noncompliance occurs or is discovered. On the date of execution and delivery of the Certificates, the District will execute the Tax Certificate containing provisions and procedures pursuant to which such requirements can be satisfied. In executing the Tax Certificate, the District covenants that it will comply with the provisions and procedures set forth therein and that it will do and perform all acts and things necessary or desirable to assure that the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates will, for federal income tax purposes, be excluded from gross income.

In rendering the opinion in paragraph 3 hereof, we have relied upon and assumed the material accuracy of the District's representations, statements of intention and reasonable expectation, and certifications of fact contained in the Tax Certificate with respect to matters affecting the status of the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates, and continuing compliance with the procedures and covenants set forth in the Tax Certificate as to such tax matters.

4. Under existing statutes, the portion of Lease Payments due under the Lease Agreement designated as and comprising Interest Components with respect to the Certificates is exempt from State of California personal income taxes.

The foregoing opinions are qualified to the extent that the enforceability of the Certificates, the Lease Agreement, the Site Lease and the Trust Agreement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities in the State of California.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Certificates, or the ownership or disposition thereof, except as stated in paragraphs (3) and (4) above. We render our opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement our 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 Certificates.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Certificates and express herein no opinion relating thereto.

We express no opinion with respect to the state or quality of title to or interest in any of the real or personal property described in or as subject to the lien of the Trust Agreement, the Lease Agreement or the Site Lease, or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens, on any such property.

Very truly yours,

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APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Los Angeles Unified School District (the "District") in connection with the execution of $28,390,000 principal amount of Refunding Certificates of Participation, 2020 Series A (the "Certificates"). The Certificates are being issued pursuant to a Trust Agreement, dated as of October 1, 2020 (the "Trust Agreement"), by and among The Bank of New York Mellon Trust Company, N.A., the LAUSD Financing Corporation and the District. The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District and the Dissemination Agent for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"County" shall mean the County of Los Angeles, California.

"CUSIP Numbers" shall mean the Committee on Uniform Security Identification Procedure's unique identification number for each public issue of a security.

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C., or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"Disclosure Counsel" shall mean an attorney-at-law, or a firm of such attorneys, of nationally recognized standing in matters pertaining to the disclosure obligations under the Rule, duly admitted to the practice of law before the highest court of any state of the United States of America.

"EMMA System" shall mean the MSRB's Electronic Municipal Market Access system, the current internet address of which is http://emma.msrb.org.

"Financial Obligation" shall mean, for purposes of the Listed Events set out in Section 6(b)(xv) and Section 6(b)(xvi), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Holder" shall mean either the registered owners of the Certificates, or if the Certificates are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

"Listed Events" shall mean any of the events listed in Section 6(b) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate.

"Official Statement" shall mean the Official Statement dated October 15, 2020 with respect to the Certificates.

"Participating Underwriters" shall mean the original underwriters of the Certificates required to comply with the Rule in connection with execution and delivery of the Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Transmission of Notices, Documents and Information. (a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the EMMA System.

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB.

Section 4. Provision of Annual Reports. (a) The District shall, or shall cause the Dissemination Agent to, not later than 240 days following the end of the District's fiscal year (currently ending June 30), commencing with the report for the 2019-20 fiscal year (which is due not later than February 25, 2021), provide to the MSRB through its EMMA System an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Certificate. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 6(c).

(b) Not later than thirty (30) days (not more than sixty (60) days) prior to the date on which the Annual Report is to be provided pursuant to subsection (a), the Dissemination Agent shall give notice to the District that the Annual Report is so required to be filed in accordance with the terms of this Disclosure Certificate. Not later than fifteen (15) days prior to said date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB through its EMMA System an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a timely notice of such fact to the MSRB through its EMMA System.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report to the EMMA System the date on which such Annual Report shall be due and notify the District of such date; and

(ii) (if the Dissemination Agent is other than the District) file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and that it was provided to the MSRB through the EMMA System.

Section 5. Content of Annual Reports. The District's Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 4 hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

(i) Adopted budget of the District for the current fiscal year;

(ii) Information regarding total assessed valuation of taxable properties within the District as set forth in Table A-4 of Appendix A to the Official Statement;

(iii) Information regarding total tax levies and collections on taxable properties within the District as set forth in Table A-10 of Appendix A to the Official Statement;

(iv) District outstanding debt as set forth in Tables A-26 – "Proposition BB (Election of 1997) Bonds," Table A-27 – "Measure K (Election of 2002) Bonds," Table A-28 – "Measure R (Election of 2004) Bonds," Table A-29 – "Measure Y (Election of 2005) Bonds," and Table A-30 – "Measure Q (Election of 2008) Bonds" of Appendix A to the Official Statement, and the aggregate debt service on the District's outstanding certificates of participation as set forth in Table A-31 – "Certificates of Participation Lease Obligations Debt Service Schedule" of Appendix A to the Official Statement;

(v) District average daily attendance as set forth in Table A-1 of Appendix A to the Official Statement entitled "Annual Average Daily Attendance"; and

(vi) Statement of revenues, expenditures and changes in general fund balances of the District.

(c) It shall be sufficient for purposes of Section 4 hereof if the District provides annual financial information by specific reference to documents (i) available to the public on the MSRB Internet Web site (currently, www.emma.msrb.org) or (ii) filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference. The provisions of this Section 5(c) shall not apply to notices of Listed Events pursuant to Section 6 hereof.

(d) The descriptions contained in clause (b) above of financial information and operating data constituting to be included in the Annual Report are of general categories or types of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, or due to changes in accounting practices, legislative or organizational changes, a statement to that effect shall be provided in lieu of such information. Comparable information shall be provided if available.

Section 6. Reporting of Listed Events. (a) If a Listed Event occurs, the District shall provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days of the District having notice of such Listed Event, notice of such Listed Event to (i) the EMMA System of the MSRB and (ii) the Dissemination Agent.

(b) Pursuant to the provisions of this Section 6, the District shall give, or cause to be given, notice of the occurrence of any of the following events (each, a "Listed Event") with respect to the Certificates:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) modifications to rights of Holders, if material;

(iv) Certificate calls, if material and tender offers;

(v) defeasances;

(vi) rating changes;

(vii) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (Internal Revenue Service Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(viii) unscheduled draws on the debt service reserves reflecting financial difficulties;

(ix) unscheduled draws on the credit enhancements reflecting financial difficulties;

(x) release, substitution or sale of property securing repayment of the Certificates, if material;

(xi) bankruptcy, insolvency, receivership or similar event of the District (such event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing 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 District);

(xii) substitution of credit or liquidity providers, or their failure to perform;

(xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material;

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties; and

(xvii) any amendment or waiver of a provision of this Disclosure Certificate.

The District intends to comply with the Listed Events described in Section 6(b)(xv) and Section 6(b)(xvi), and the definition of "Financial Obligation" in Section 1, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect the amendments to the Rule effected by the 2018 Release. The District notes that items (viii), (ix), (x) and (xii) are not applicable to the Certificates.

(c) If the District determines that a Listed Event has occurred, the District shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 3 hereof.

(d) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB through its EMMA System.

(e) Notwithstanding the foregoing, notice of Listed Events described in subsections (b)(iv) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.

Section 7. CUSIP Numbers. Whenever providing information to the Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements and notices of Listed Events, the District shall indicate the full name of the Certificates and the 9-digit CUSIP numbers for the Certificates as to which the provided information relates.

Section 8. Termination of Reporting Obligation. (a) The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 6(c).

(b) This Disclosure Certificate, or any provision hereof, shall cease to be effective in the event that the District (1) delivers to the Dissemination Agent an opinion of Disclosure Counsel, addressed to the District and the Dissemination Agent, to the effect that those portions of the Rule which require this Disclosure Certificate, or such provision, as the case may be, do not or no longer apply to the Certificates, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB.

Section 9. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall be Digital Assurance Certification, L.L.C. If at any time there is no designated Dissemination Agent appointed by the District, or if the Dissemination Agent so appointed is unwilling or unable to perform the duties of the Dissemination Agent hereunder, the District shall be the Dissemination Agent and undertake or assume its obligations hereunder. The Dissemination Agent (other than the District) shall not be responsible in any manner for the content of any notice or report required to be delivered by the District pursuant to this Disclosure Certificate.

Section 10. Amendment; Waiver. (a) This Disclosure Certificate may be amended by the District without the consent of the holders of the Certificates (except to the extent required under clause (a)(iv)(2) below), if all of the following conditions are satisfied:

(i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the District or the type of business conducted thereby;

(ii) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) the District shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the District, to the same effect as set forth in (a)(ii) above;

(iv) either (1) the District shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the District, to the effect that the amendment does not materially impair the interests of the holders of the Certificates or (2) is approved by the Holders of the Certificates in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Holders; and

(v) the District shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system within ten (10) Business Days from the execution thereof.

(b) In addition to subsection 10(a) above, this Disclosure Certificate may be amended and any provision of this Disclosure Certificate may be waived, by written certificate of the District, without the consent of the holders of the Certificates, if all of the following conditions are satisfied:

(i) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Disclosure Certificate which is applicable to this Disclosure Certificate;

(ii) the District shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the District, to the effect that performance by the District under this Disclosure Certificate as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule; and

(iii) the District shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system.

(c) In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6 hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 11. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 12. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, the Dissemination Agent may (and, at the request of any Participating Underwriters or the Holders or Beneficial Owners of at least 25% of aggregate principal amount of the Certificates then outstanding, shall) or any Holders or Beneficial Owners of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided that any such action may be instituted only in the Superior Court of the State of California in and for the County of Los Angeles or in the U.S. District Court in the County of Los Angeles. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 15. Execution in Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same certificate.

Dated: October 27, 2020

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: ______________________________________
David D. Hart
Chief Financial Officer

ACKNOWLEDGED AND AGREED TO BY:

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Dissemination Agent

By: ______________________________________
Dissemination Agent

APPENDIX F

THE LOS ANGELES COUNTY TREASURY POOL

The Treasurer and Tax Collector of the County of Los Angeles (the "Treasurer") manages, in accordance with California Government Code Section 53600 et seq., funds deposited with the Treasurer by County school and community college districts, various special districts and some cities. State law generally requires that all moneys of the County, school districts and certain special districts be held in the County's Treasury Pool (the "Treasury Pool") as described below. The composition and value of investments under management in the Treasury Pool vary from time to time, depending on the cash flow needs of the County and the other public agencies invested in the Treasury Pool, the maturity or sale of investments, purchase of new securities and fluctuations in interest rates generally. Additionally, the Treasurer, with the consent of the Board of Supervisors of the County of Los Angeles (the "County"), may change the County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Neither the District, the Municipal Advisor nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained herein is correct as of any time subsequent to its date. The Treasurer maintains a website, the address of which is https://ttc.lacounty.gov/monthly-reports/, on which the Treasurer periodically places information relating to the Treasury Pool. However, the information presented there is not part of this Official Statement, is not incorporated by reference herein and should not be relied upon in making an investment decision with respect to the Certificates.

The County of Los Angeles Pooled Surplus Investments

The Treasurer and Tax Collector (the "Treasurer") of the County of Los Angeles (the "County") has the delegated authority to invest funds on deposit in the County Treasury (the "Treasury Pool"). As of July 31, 2020, investments in the Treasury Pool were held for local agencies including school districts, community college districts, special districts and discretionary depositors such as cities and independent districts in the following amounts:

Local Agency	Invested Funds (in billions)
County of Los Angeles and Special Districts	$12.848
Schools and Community Colleges	15.656
Discretionary Participants	3.288
Total	$31.792

The Treasury Pool participation composition is as follows:

Non-discretionary Participants	89.66%
Discretionary Participants:	
Independent Public Agencies	9.94%
County Bond Proceeds and Repayment Funds	0.40%
Total	100.00%

Decisions on the investment of funds in the Treasury Pool are made by the County Investment Officer in accordance with established policy, with certain transactions requiring the Treasurer's prior approval. In Los Angeles County, investment decisions are governed by Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5 of the California Government Code, which governs legal investments by local agencies in the State of California, and by a more restrictive Investment Policy developed by the Treasurer and adopted by the Los Angeles County Board of Supervisors on an annual basis. The Investment Policy adopted on March 31, 2020, reaffirmed the following criteria and order of priority for selecting investments:

1. Safety of Principal
2. Liquidity
3. Return on Investment

The Treasurer prepares a monthly Report of Investments (the "Investment Report") summarizing the status of the Treasury Pool, including the current market value of all investments. This report is submitted monthly to the Board of Supervisors. According to the Investment Report dated August 31, 2020, the July 31, 2020 book value of the Treasury Pool was approximately $31..792 billion, and the corresponding market value was approximately $31.886 billion.

An internal controls system for monitoring cash accounting and investment practices is in place. The Treasurer's Compliance Auditor, who operates independently from the Investment Officer, reconciles cash and investments to fund balances daily. The Compliance Auditor's staff also reviews each investment trade for accuracy and compliance with the Board adopted Investment Policy. On a quarterly basis, the County's outside independent auditor (the "External Auditor") reviews the cash and investment reconciliations for completeness and accuracy. Additionally, the External Auditor reviews investment transactions on a quarterly basis for conformance with the approved Investment Policy and annually accounts for all investments.

The following table identifies the types of securities held by the Treasury Pool as of July 31, 2020:

Type of Investment	% of Pool
Certificates of Deposit	4.88%
U.S. Government and Agency Obligations	70.40
Bankers Acceptances	0.00
Commercial Paper	24.31
Municipal Obligations	0.09
Corporate Notes & Deposit Notes	0.32
Repurchase Agreements	0.00
Asset Backed Instruments	0.00
Other	0.00
	100.00%

The Treasury Pool is highly liquid. As of July 31, 2020, approximately 39% of the investments mature within 60 days, with an average of 614 days to maturity for the entire portfolio.

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

The following information has been provided by DTC for use in securities offering documents, and none of the District, the Corporation or the Underwriter takes any responsibility for the accuracy or completeness thereof.

1. The Depository Trust Company ("DTC"), will act as securities depository for the Certificates. The Certificates will be executed and delivered 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 stated Principal Payment Date of the Certificates, each in the aggregate amount of the principal evidenced by Certificates with such stated Principal Payment Date, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated into this Official Statement by reference or otherwise.

3. Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("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, however, are 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 Certificates 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 Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates 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 Certificates 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 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates 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 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Prepayment notices will be sent to DTC. If less than all of the Certificates with a particular stated Principal Payment Date are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Certificates to be prepaid.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal, premium, if any, interest and other payments evidenced by the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of principal, premium, if any, interest and other payments evidenced by the Certificates to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, and 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 Certificates at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

THE DISTRICT, THE CORPORATION AND THE TRUSTEE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC WILL DISTRIBUTE TO PARTICIPANTS, OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR ANY PREMIUM EVIDENCED BY THE CERTIFICATES PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR ANY PREPAYMENT OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE DISTRICT, THE CORPORATION AND THE TRUSTEE ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANTS TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE CERTIFICATES OR ANY ERROR OR DELAY RELATING THERETO.

THE FOREGOING DESCRIPTION OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE CERTIFICATES, PAYMENT OF PRINCIPAL, INTEREST AND OTHER PAYMENTS EVIDENCED BY THE CERTIFICATES TO PARTICIPANTS OR BENEFICIAL OWNERS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN SUCH CERTIFICATES AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE PARTICIPANTS AND THE BENEFICIAL OWNERS IS BASED ON INFORMATION PROVIDED BY DTC. ACCORDINGLY, THE DISTRICT TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

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APPENDIX H

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER] Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_________ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _________

Risk Premium: $__________
Member Surplus Contribution: $ _________
Total Insurance Payment: $_________

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: ______________________________________

Authorized Officer

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

CALIFORNIA

ENDORSEMENT TO

MUNICIPAL BOND INSURANCE POLICY

NO.

This Policy is not covered by the California Insurance Guaranty Association established pursuant to Article 15.2 of Chapter 1 of Part 2 of Division 1 of the California Law.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this Endorsement supersede the Policy language

IN WITNESS WHEREOF, BUILDAMERICA MUTUAL ASSURANCE COMPANY has caused this policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By

____

Authorized Officer

LOS ANGELES UNIFIED SCHOOL DISTRICT • REFUNDING CERTIFICATES OF PARTICIPATION, 2020 SERIES A

LOS ANGELES UNIFIED SCHOOL DISTRICT • STUDENTS AT THE CENTER

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