BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
Governing Board of the Los Angeles Unified School District

REGULAR MEETING ORDER OF BUSINESS
333 South Beaudry Avenue, Board Room
1208 Magnolia Avenue, Gardena, CA 90247
9945 Laurel Canyon Blvd, Pacoima, CA 91331
10:00 a.m., Tuesday, February 17, 2026

Roll Call

Pledge of Allegiance

Land Acknowledgment

Board President's Reports

Labor Partners
Sharing Brings Hope Campaign

Superintendent's Reports

Consent Items

Items for action are assigned by the Board at the meeting to be adopted by a single vote. Any item may be pulled off of the consent calendar for further discussion by any Board Member at any time before action is taken.

General Public Comment (Approximately 3:30 P.M.)

Providing Public Comment
The Board of Education encourages public comment on the items for action on this Regular Board Meeting agenda and all other items related to the District. Any individual wishing to address the Board must register to speak using the Speaker Sign Up website: https://boardmeeting.lausd.net/speakers, and indicate whether comments will be provided over the phone or in person. Registration will open 24 hours before the meeting. Each action item will allow for ten (10) speakers, except those items for which a Public Hearing will be held will allow for 15 speakers, and 20 speakers may sign up for general Public Comment.

Each speaker will be allowed a single opportunity to provide comments to the Board, with the exception of public hearings, and shall be given two minutes for their remarks. **Speakers signed up to speak on an agenda item must constrain their remarks specifically to the item or items on the agenda or**

may be ruled out of order.

Public comment can be made in-person or by telephone, and members of the public must sign up on-line for either method, as described above. Members of the public can only make remote public comment by calling 1-888-475-4499 (Toll Free) and entering the Meeting ID: **879 7060 8197**.

Speakers addressing items not on the agenda will be heard at approximately 3:30 p.m. Speakers commenting on items on the consent calendar will be heard prior to the Board's consideration of the items, and speakers on items not on the consent calendar will be heard when the item is before the Board.

Speakers who do not register online to provide comments may use the following alternative methods to provide comments to Board Members:

- Email all Board Members at boardmembers@lausd.net;
- Mail comments via US Mail to 333 S. Beaudry Ave., Los Angeles, CA 90017; and
- Leave a voicemail message at 213-443-4472, or fax 213-241-8953. Communications received by 5 p.m. the day before the meeting will be distributed to all Board Members.

Speakers who have registered to provide public comments over the phone need to follow these instructions:

1. Call 1-888-475-4499 (Toll Free) and enter Meeting ID: **879 7060 8197** at the beginning of the meeting.
2. Press #, and then # again when prompted for the Participant ID.
3. Remain on hold until it is your turn to speak.
4. Call in from the same phone number entered on the Speaker Sign Up website. If you call from a private or blocked phone number, we will be unable to identify you.
5. When you receive the signal that your phone has been removed from hold and or unmuted, please press *6 (Star 6) to be brought into the meeting.

Please contact the Board Secretariat at 213-241-7002 if you have any questions.

The Office of the Inspector General would like to remind you that they investigate the misuse of LAUSD funds and resources as well as retaliation for reporting any misconduct. Anyone can make a report via the OIG hotline on their website (https://www.lausd.org/oig), by telephone at 213-241-7778 or 866-528-7364, or by emailing inspector.general@lausd.net. Reports are confidential and you can remain anonymous if you wish.

Attending the Meeting

Please note there are three ways members of the public may watch or listen this Regular Board Meeting: (1) online (Live stream or join the zoom webinar) (2) by telephone by calling 1-888-475-4499 (Toll Free) and entering the Meeting ID: **879 7060 8197**, or (3) in person.

New Business for Action

1. Board of Education Report No. 286-25/26
Human Resources Division
(Approval of Routine Personnel Actions) Recommends approval of 4,450 routine personnel actions including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits, senior management contracts and contracts.

2. Board of Education Report No. 171-25/26 **NOT ON CONSENT**
Finance Division
(Resolution of the Board of Education of the Los Angeles Unified School District Approving and Authorizing the Issuance of Additional Judgment Obligation Notes and Bonds, an Indenture and Related Documents, an Official Statement, a Related Validation Proceeding and Related Actions, All for the Purpose of Refunding Obligations Incurred by Application of Assembly Bill Number 218 and Similar Claims for Tort Liability) Recommends approval to refund up to $250 million of AB218-type legal claims.

3. Board of Education Report No. 297-25/26
Charter Schools Division **PUBLIC HEARING**
(Approval of the Renewal Petition for ICEF View Park Preparatory High) Recommends approval of the renewal petition for ICEF View Park Preparatory High, a Middle performing, Start-Up Independent charter school, located in Board District 1 and Region South, for five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 500 students in grades 9-12 in each year of the charter term.

4. **WITHDRAWN PRIOR TO MEETING PER PETITIONERS REQUEST**

5. Board of Education Report No. 281-25/26 **PUBLIC HEARING**
Charter Schools Division
(Denial of the Renewal Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary) Recommends denial of the renewal petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, a Middle performing, Start-Up Independent charter school, located in Board District 1 and Region South, for five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 380 students in grades TK-5 in each year of the charter term. The school is requesting to decrease its current enrollment capacity from 400 students to 380 students to align with its facility capacity.

6. Board of Education Report No. 299-25/26 **PUBLIC HEARING**
Charter Schools Division
(Denial of the Renewal Petition for California Creative Learning Academy Middle) Recommends denial of the renewal petition for California Creative Learning Academy Middle, a Low performing, Start-Up Independent charter school, located in Board District 5 and Region West.

Board Member Resolutions for Initial Announcement

7. Dr. Rivas, Mr. Schmerelson, Ms. Gonez - Leveraging District Purchasing Power to Defend Immigrant Families and Human Dignity (Res-044-25/26) (For Action March 10, 2026)

Whereas, The Los Angeles Unified School District (District) serves a diverse student population, including immigrant, newcomer, and mixed-status families, and is committed to ensuring that every student experiences safe, inclusive, and supportive learning environments;

Whereas, Public education is foundational to a healthy democracy, and student learning, civic participation, and family engagement are compromised when fear, instability, racial profiling, or diminished trust discourage students and families from fully accessing public institutions;

Whereas, The immigration enforcement policies and practices implemented by federal agencies have had direct and indirect effects on immigrant communities nationwide, including increased fear, instability, and disengagement from public life, which can adversely affect school attendance, family engagement, and student well-being;

Whereas, Practices that rely on or contribute to racial profiling disproportionately harm Black, brown, Indigenous, immigrant, and marginalized communities, erode democratic trust, and can negatively affect student attendance, engagement, mental health, and overall well-being;

Whereas, In this area, the District acts to uphold civil rights and to meet its responsibilities under the Constitution, applicable federal, state, and local law, and District policy, including the LAUSD Strategic Plan 2022–2026, A Pathway to Student Success and its commitments to student joy and wellness, and prior Board action designating the District as a Sanctuary District and adopting the We Are One initiative, in order to protect access to education, student well-being, and trust in public schools;

Whereas, The District exercises discretion over public funds through procurement and contracting, consistent with applicable state law and District policy, and has a responsibility to steward those resources in a manner that supports student safety, family unity, civil rights, and public trust;

Whereas, Certain vendors and contractors may, through their external business practices or partnerships, support detention, surveillance, civil immigration enforcement, or data-driven practices conducted by U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), the U.S. Department of Homeland Security (DHS), or other federal agencies or contractors engaged in immigration enforcement or detention functions, where such practices have been credibly reported or otherwise documented to involve racial profiling, disregard of judicial orders, or other conduct raising serious concerns regarding civil rights and civil liberties;

Whereas, Such support may include, but is not limited to, the provision of data analytics, information systems, cloud-based services, surveillance technologies, financial contributions, donations, sponsorships, or other technical or commercial assistance that enables or aligns a vendor with civil immigration enforcement or detention operations, including where such support is provided indirectly or as part of broader commercial offerings;

Whereas, The District seeks to ensure that its economic relationships are aligned with its educational mission and values and do not support or enable activities that undermine student safety, family unity, democratic participation, or human dignity; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District affirms that the District shall use its purchasing power consistent with its educational mission to promote student safety, uphold family unity, support inclusive learning environments, and protect democratic participation and freedom from racial profiling;

Resolved further, That the Board directs the Superintendent or designee, to the extent permitted by law, to require as part of District procurement and contract administration, that vendors responding to District solicitations and vendors with existing District contracts provide disclosures regarding external contracts, financial contributions, donations, sponsorships, partnerships, or other business activities related to civil immigration enforcement, detention, or related surveillance practices that may implicate the purposes of this Resolution, and to consider such disclosures in connection with contract administration, amendments, extensions, or renewals;

Resolved further, That the Board directs the Superintendent or designee to establish a review framework to assess whether vendors' activities or external partnerships support or are connected to practices that are fundamentally incompatible with the purposes of this Resolution, including detention, surveillance, enforcement, or profiling practices conducted by U.S. Immigration and Customs Enforcement (ICE) or other federal agencies or contractors engaged in civil immigration enforcement or detention functions, where such practices raise credible concerns regarding human dignity, civil rights, or student and family trust. In conducting this review, and for commodity goods or widely available products, the framework shall prioritize disclosure, mitigation, and the identification of reasonable alternatives, where feasible and cost-effective;

Resolved further, That based on the assessment conducted through the review framework established by this Resolution, the Superintendent or designee shall recommend appropriate actions, including non-engagement, non-renewal, divestment, or termination for cause where applicable, to the extent permitted by law;

Resolved further, That, when supported by credible information, and consistent with existing contractual terms and applicable law, the Superintendent or designee shall review vendor conduct and recommend appropriate actions, including non-engagement, non-renewal, divestment, or termination for cause where applicable;

Resolved further, That the Superintendent or designee shall, to the extent permitted by law, refrain from entering into new agreements for District-sponsored events, meetings, or activities at venues owned, operated, or controlled by entities whose activities or external partnerships support or are connected to civil immigration enforcement or detention practices that are fundamentally incompatible with the purposes of this Resolution, where such practices raise credible concerns regarding human dignity, civil rights, or student and family trust;

Resolved further, That the Board directs the Superintendent or designee to provide, within sixty (60) days of adoption of the Resolution, a public report summarizing the review framework, the scope of vendors assessed, and any recommendations, to the extent permitted by law; and

Resolved further, That the report shall be agendized for public discussion at a Committee of the Whole meeting during the second quarter of 2026; and, be it finally

Resolved, That the Superintendent or designee shall implement this Resolution in a manner consistent with Governing Board policy, collective bargaining agreements, and applicable law, including the prospective application of procurement standards and the lawful disclosure, review, and administration of existing and future contracts, and shall do so in coordination with labor partners and relevant community stakeholders.

8. Ms. Newbill - Recognizing Women's History Month and International Women's Day 2026 (Res-042) (For Action March 10, 2026)

Whereas, Women's History Month is observed annually in March to recognize and celebrate the historical and contemporary contributions, leadership, and achievements of women across all sectors of society;

Whereas, International Women's Day, observed on March 8th, is a global day recognizing the social, economic, cultural, and political achievements of women and calling for collective action to advance gender equity and opportunity;

Whereas, Women have played a foundational role in shaping education, civil rights, labor movements, science, the arts, and public service, often overcoming systemic barriers to ensure greater access, fairness, and opportunity for future generations;

Whereas, Women—particularly Black women, women of color, Indigenous women, immigrant women, LGBTQ+ women, and women with disabilities—have led transformative efforts to expand educational access, protect students' rights, and advocate for equity in schools and communities;

Whereas, Women comprise a significant portion of the education workforce, serving as teachers, classified professionals, counselors, administrators, school leaders, and caregivers who are essential to student success, family engagement, and school community well-being;

Whereas, Schools play a critical role in educating students about diverse histories and perspectives, fostering inclusive learning environments, and empowering students to understand the contributions of women and girls locally, nationally, and globally; and

Whereas, Recognizing Women's History Month and International Women's Day supports the Los Angeles Unified School District's commitment to equity, inclusion, culturally responsive education, and the preparation of students to participate in a diverse and democratic society; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby recognizes March as Women's History Month and March 8th as International Women's Day;

Resolved further, That the Board encourages schools to observe Women's History Month and International Women's Day through age-appropriate, standards-aligned instructional activities, lessons, assemblies, and projects that reflect the diversity of women's experiences and contributions;

Resolved further, That the District encourages the inclusion of women's history, leadership, and achievements across subject areas, including social studies, science, literature, the arts, technology, and civic education; and

Resolved further, That the Board acknowledges and appreciates the contributions of women educators, staff, families, and community partners whose leadership and service support student learning and school success; and, be it finally

Resolved, That this resolution be shared with District schools, staff, students, and families as part of the District's ongoing commitment to equity, inclusion, and educational excellence.

Correspondence and Petitions

9. Report of Correspondence (ROC-008-25/26)

Public Hearings

10. Charter Petitions for Public Hearing (043-25/26)

Chatsworth Charter High (Board District 3, Region North, Middle performing) Consideration of the level of support for a renewal affiliated conversion charter petition requesting to serve up to 2,534 students (current enrollment 1,643) in grades 9-12 with a proposed term of 2026-2031 and a proposed location of 10027 Lurline Ave., Chatsworth, CA 91311.

Fenton Launchpad Academy (Board District 6, Region North) Consideration of the level of support for a new start-up independent charter petition requesting to serve up to 600 students (current enrollment N/A) in grades TK-12 with a proposed term of 2026-2031 and a proposed location of 8928 Sunland Blvd., Sun Valley, CA 91352.

Special Reports

11. Receipt of the Mid-Year Annual Update to the 2025-26 Local District Control and Accountability Plan (046-25/26)

12. Receipt of the Mid-Year Annual Update to the 2025-26 Affiliated Charter Schools' Local District Control and Accountability Plan (047-25/26)

New Business for Action Continued

13. Board of Education Report No. 314-25/26

Office of the Associate Superintendent Talent & Labor Relations (Staffing and Resource Alignment: Central Office and Centrally-Funded Position Closures, March 15 Notices to Certificated and Classified Contract Management Employees and Administrative and Supervisory Credentialed Employees, and Authorization to Issue Reduction in Force Notices to Employees) Recommends the Board of Education (Board) authorize the District to issue March 15 notices to all certificated and classified contract management employees and certificated administrators and commence a central office and centrally-funded classified employee reduction in force.

Adjournment

Please note that the Board of Education may consider at this meeting any item referred from a Board Meeting 5 calendar days prior to this meeting (Education Code 54954.2(b)(3)). The Board of Education may also refer any item on this Order of Business for the consideration of a committee or meeting of the Board of Education.

Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to the Board Secretariat in person or by calling (213) 241-7002.

If you or your organization is seeking to influence an agreement, policy, site selection or any other LAUSD decision, registration may be required under the District's Lobbying Disclosure Code. Please visit http://ethics.lausd.net/ to determine if you need to register or call (213) 241-3330.

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the Security Desk on the first floor of the Administrative Headquarters, and at:
https://boe.lausd.org/apps/events/2026/2/17/35996840/?REC_ID=35996840&id=0

Items circulated after the initial distribution of materials are available for inspection at the Security Desk.

TAB 1

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: Rep-286-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Human Resources

Approval of Routine Personnel Actions
Human Resources Division

Brief Description:
(Approval of Routine Personnel Actions) Recommends approval of 4,450 routine personnel actions including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits, senior management contracts and contracts.

Action Proposed:
Approve 4,550 routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits, senior management contracts and contracts) according to the following breakdown:

Classified:	3,242
Certificated:	1,023
Unclassified:	285

It is proposed that the following routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits, senior management contracts and contracts) be approved.

SAP transaction numbers: 2873721 to 4165162

ROUTINE PERSONNEL ACTIONS

	Total (this report) (12/02/2025 to 1/07/2026)	Total (Year-to-date)
1. Classified	3,242	43,120
2. Certificated	1,023	56,547
3. Unclassified	285	5,804
TOTAL	4,550	105,471

BREAKDOWN OF ACTIONS:

Actions	Classified	Certificated	Unclassified	Total
Separations/Non-Resignations	1495	140	5	1,640
Separations/Resignations	111	37	3	151
Other Actions*	832	388	53	1,273

*Other actions include absences, conversion codes from legacy, change of pay, and change of work schedule and benefits.

Actions	Classified	Certificated	Unclassified	Total
Hires	223	121	222	566
Leaves/Paid	181	80	0	261
Leaves/Unpaid	8	8	0	16
Reassignments/Demotions	1	0	0	1
Reassignments/Promotions	56	41	0	97
Reassignments/Transfers	104	151	2	257
Retirements	231	57	0	288
Total	3242	1023	285	4550

Background:
This report is presented at each Board Meeting for approval of routine personnel actions.

Expected Outcomes:
Not applicable

Board Options and Consequences:
Specifically in regard to disciplinary action, a "No" vote may nullify the disciplinary action due to legal time constraints.

A "No" vote impacts the timeliness of processing personnel actions for classified and certificated employees regarding their assignment, salary/rate, transfer, and new appointment and may be in conflict with procedural rights and benefits afforded them under applicable Education Code provisions, Personnel Commission Rules, District Policy, and respective Collective Bargaining Agreements (UTLA, AALA, Teamsters, Los Angeles School Police Sergeants and Lieutenants Association). Employees have procedural rights that are based on their status (permanent or probationary) associated with the specific personnel action being submitted and the respective rights available to them in accordance with the above. Additionally, based on Personnel Commission Rules, permanent classified employees have rights to appeals.

A "Yes" vote will approve all actions in accordance with Education Codes & Rules of the Personnel Commission

Policy Implications:
Not applicable

Budget Impact:
Cost Neutral

Student Impact:
Not applicable

Equity Impact:
Not applicable

Issues and Analysis:
All actions affecting classified personnel and apprentice personnel reported herein are in accordance with Section 45123-45125, 45135, and 45240-45318 of the Education Code and with the Rules of the Personnel Commission.

Attachments:
Attachment A: Administrative Regulations 4214
Attachment B: Number of Routine Personnel Actions
Attachment C: Routine Personnel Actions
Attachment D: Senior Management Contracts

Submitted:
01/15/26

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

FRANCISCO J. SERRATO
Chief Human Resources Officer
Human Resources Division

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

KRISTEN K. MURPHY
Associate Superintendent
Talent & Labor Relations

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

DAVID GRECO
Personnel Director
Personnel Commission

Los Angeles Unified School District
Human Resources Division

ATTACHMENT A

DATE: 1/8/26
ADMINISTRATIVE REGULATION**:** 4214 SAP Transaction #2873721-4165162

Each AR 4214 request has been reviewed and approved by a designee of the Superintendent.

TRANS#	**NAME**	**FROM CLASS/LOCATION**	**TO CLASS**	**LOCATION**
COMMENTS:				

NONE

Reasons For ESC Selection:

1. Special skills/special need (e.g. bilingual, school continuity, instructional expertise in literacy or math)
2. ESC recommends current limited acting incumbent
3. Reduction-in-Force (RIF)
4. Reassignment due to position closure/norm enrollment loss

LOS ANGELES UNIFIED SCHOOL DISTRICT
Personnel Commission

ATTACHMENT B

NUMBER OF ROUTINE PERSONNEL ACTIONS

This attachment addresses the total number of classified personnel actions (3,242), which entails routine personnel actions (including, but not limited to elections, promotions, transfers, leaves, terminations, separations, permits and contracts) and may be found on the Board of Education Routine Personnel Actions Report for the February 10, 2026, meeting.

The following table represents a breakdown of the new hire, reassignment, and rehire actions for the February 10, 2026, board report for the period of December 2, 2025 to January 7, 2026.

Hire Data:
As presented in the attached table, the total number of classified hire and reassignment actions for the period of December 2, 2025 to January 7, 2026, is 812 of which 634 (78%) are rehires or reassignments, and 178 (22%) are new hires (comprised of regular/permanent, restricted, returnee retirees, substitutes, and temporary positions). With the exception of 174 assignments, all of the actions are for positions which are school-based or provide direct support to the schools or their operations.

All new hires to regular/permanent positions are for A, B, C, or E basis positions. The 26 regular/ permanent new hires consist of: Architectural Associate, Associate Project Engineer I (4), Building and Grounds Worker (3), Facilities Services Coordinator, Food Service Worker (2), Heating and Air Conditioning Fitter, Heavy Bus Driver (2), Library Technician, Light Bus Driver (3), Naturalist (2), Network Systems Technician, Police Officer (2), Roofer, and Senior Office Technician (2).

The following regular/permanent positions have been filled by promotional employees:
Administrative Secretary I (CPOS), Area Carpentry Supervisor, Area Electrical Supervisor (2), Assignment Technician, Assistant Plant Manager I (2), Associate General Counsel I, Campus Aide (Restricted), Complex Project Manager, Construction Manager, Deputy Chief Building/Construction Inspector, Deputy Chief of Police, Early Education Center Office Manager, Enterprise Cloud Administrator (2), Facilities Asset Development Director, Facilities Project Manager I (2), Facilities Project Manager II, Facilities Services Coordinator, Financial Aide, Instructional Aide (Transitional Kindergarten) & (Restricted), Insurance Coordinator, Lieutenant (3), Plant Manager I (8), Police Detective (2), Police Officer, Safety Officer Sergeant, School Administrative Assistant, Senior Administrative Assistant, Senior Carpenter (3), Senior Electrician (2), Senior Financial Analyst, Senior Police Officer (3), Senior Roofer, Sergeant (2), Sergeant-at-Arms, and Special Education Assistant.

Hire Data of All Classified Employees From December 2, 2025 to January 7, 2026 By New Hire, Reassignment, and Rehire								
Classification	**Prov**	**Reg / Perm**	**Restr**	**Return Retiree**	**Subs**	**Temp 1GXX**	**Temp**	**Grand Total**
NEW HIRE								
Architectural Associate		1						1
Associate Project Engineer I		4						4
Athletics Assistant					14			14
Building and Grounds Worker		3			2			5
Campus Aide (Female/Restricted)			1					1
Campus Aide (Restricted)			6					6
Communication Support Assistant					3			3
Community Representative A and (Restricted)			1					1
Community Representative C and (Restricted)			2					2
Early Education Center Aide I & (Restricted)					17			17
Employment Test and Training Proctor					1			1
Facilities Services Coordinator		1						1
Food Service Worker		2			7			9
Heating and Air Conditioning Fitter		1						1
Heavy Bus Driver		2						2
Instructional Aide (Transitional Kindergarten) & (Restricted)			1		2			3
Instructional Aide for Students Who Are Deaf and Hard-of-Hearing-Signing			1					1
Instructional Aide I & (Restricted)			10					10
Library Technician		1						1
Light Bus Driver		3						3
Naturalist		2						2
Network Systems Technician		1						1
Office Technician					3			3
Out-of-School Program Supervisor and (Restricted)						2		2
Out-of-School Program Worker and (Restricted)						40		40
Police Officer		2						2
Roofer		1						1
School Supervision Aide and (Restricted)			6					6
Senior Office Technician		2						2
Special Education Assistant					5			5
Special Education Trainee					26			26
Student Integration Helper & (Restricted)			2					2
New Hire Total		**26**	**30**		**80**	**42**		**178**

Hire Data of All Classified Employees From December 2, 2025 to January 7, 2026 By New Hire, Reassignment, and Rehire								
Classification	**Prov**	**Reg / Perm**	**Restr**	**Return Retiree**	**Subs**	**Temp 1GXX**	**Temp**	**Grand Total**
REASSIGNMENT								
Administrative Secretary I (CPOS)		1						1
Area Carpentry Supervisor		1						1
Area Electrical Supervisor		2						2
Assignment Technician		3						3
Assistant Area Bus Supervisor		1						1
Assistant Director, Personnel	1							1
Assistant Plant Manager I		2						2
Associate Computer Applications Specialist		1						1
Associate General Counsel I		1						1
Athletics Assistant					4			4
Benefits Manager	1							1
Branch Human Resources Manager		1						1
Building and Grounds Worker		24			1			25
Bus Dispatcher		1						1
Buyer	1	1						2
Campus Aide (Female/Restricted)			1					1
Campus Aide (Restricted)		10	6				2	18
Carpenter		1						1
Community Representative A and (Restricted)		1						1
Community Representative C and (Restricted)		1						1
Complex Project Manager		1					1	2
Construction Manager		1						1
Deputy Chief Building/Construction Inspector		1						1
Deputy Chief of Police		1						1
Early Education Center Aide I & (Restricted)		3	9		2			14
Early Education Center Attendant		1						1
Early Education Center Office Manager		1			1			2
Engineering Aide		2						2
Enterprise Cloud Administrator		2						2
Facilities Asset Development Director		1						1
Facilities Project Manager I		2						2
Facilities Project Manager II		1						1
Facilities Services Coordinator		1						1
Financial Aide		1						1
Financial Analyst		1						1
Food Production Assistant		2					1	3
Food Service Manager I	11	7					1	19
Food Service Manager II	2							2

Hire Data of All Classified Employees From December 2, 2025 to January 7, 2026 By New Hire, Reassignment, and Rehire								
Classification	**Prov**	**Reg / Perm**	**Restr**	**Return Retiree**	**Subs**	**Temp 1GXX**	**Temp**	**Grand Total**
Food Service Manager IV		1						1
Food Service Manager V		2						2
Food Service Manager VII	1							1
Food Service Worker		36			1			37
Food Service Worker II (Driving)	1							1
Health Care Assistant		5						5
Heavy Bus Driver		1						1
Human Resources Officer		1						1
Human Resources Specialist III		2						2
Infant Care Aide and (Restricted)			1					1
Instructional Aide (Transitional Kindergarten) & (Restricted)		1	7				6	14
Instructional Aide I & (Restricted)			2					2
Insurance Coordinator		1						1
IT Electronics Communications Supervisor	1							1
Lieutenant		3						3
Litigation Research Coordinator	1							1
Musical Instrument Repair Supervisor	1							1
Nutrition Specialist		1						1
OCIP Coordinator		1						1
Office Technician		8			1			9
Operations Program Manager		1						1
Outdoor Education Center Manager		1						1
Out-of-School Program Supervisor and (Restricted)						1		1
Out-of-School Program Worker and (Restricted)						1		1
Plant Manager I		15					8	23
Plant Manager II		2						2
Police Detective		2						2
Police Officer		1						1
Principal Assignment Technician		1						1
Program Associate O		1						1
Program Evaluation and Research Coordinator		1						1
Safety Officer Sergeant		3						3
School Administrative Assistant		1					2	3
School Climate Advocate & (Restricted)			1					1

Hire Data of All Classified Employees From December 2, 2025 to January 7, 2026 By New Hire, Reassignment, and Rehire								
Classification	**Prov**	**Reg / Perm**	**Restr**	**Return Retiree**	**Subs**	**Temp 1GXX**	**Temp**	**Grand Total**
School Facilities Attendant (Restricted)					1			1
School Supervision Aide and (Restricted)			5					5
Senior Administrative Assistant		1						1
Senior Administrator, IT Infrastructure	1							1
Senior Assignment Technician				1				1
Senior Carpenter		3						3
Senior Electrician		2						2
Senior Financial Analyst		1						1
Senior Food Service Worker	6	28					2	36
Senior Legal Secretary	1							1
Senior Office Technician	1	6						7
Senior Paralegal		1						1
Senior Police Officer		3						3
Senior Roofer		1						1
Sergeant		2						2
Sergeant-at-Arms		1						1
Special Education Assistant		74			135		1	210
Special Education Trainee					57			57
Supervising Assignment Technician		1						1
Reassignment Total	**30**	**297**	**32**	**1**	**203**	**2**	**24**	**589**
REHIRE								
Administrative Intern I					1			1
Assistant Plant Manager I		1						1
Athletics Assistant					2			2
Building and Grounds Worker		1			1			2
Campus Aide (Restricted)		1	3					4
Early Education Center Aide I & (Restricted)					6			6
Food Service Worker					5			5
Heavy Bus Driver		1						1
Instructional Aide (Transitional Kindergarten) & (Restricted)			1					1
Instructional Aide I & (Restricted)			2					2
Out-of-School Program Supervisor and (Restricted)						1		1
Out-of-School Program Worker and (Restricted)						10		10
Police Officer		1						1
School Supervision Aide and (Restricted)			2					2
Special Education Assistant		1						1

Hire Data of All Classified Employees								
From December 2, 2025 to January 7, 2026								
By New Hire, Reassignment, and Rehire								
Classification	**Prov**	**Reg / Perm**	**Restr**	**Return Retiree**	**Subs**	**Temp 1GXX**	**Temp**	**Grand Total**
Special Education Trainee					3			3
Student Integration Helper & (Restricted)			1					1
Translator (Spanish Language)		1						1
Rehire Total		**7**	**9**		**18**	**11**		**45**
GRAND TOTAL	**30**	**330**	**71**	**1**	**301**	**55**	**24**	**812**

Summary

Temporary and Substitute employees are often needed for short periods of time to assume responsibilities for regular employees when they are unavailable; they are not intended to replace regular employees for an extended period of time. Positions for several classifications, such as Education Aides and Instructional Aides, are typically filled by restricted status employees.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Human Resources Division

ATTACHMENT C

ROUTINE PERSONNEL ACTIONS

The Human Resources Division reports 121 certificated new hires during the time period covered by this report and a summary list of hires appears below. The 121 certificated new hires serve at schools and programs throughout the District and are comprised of both former employees selected from rehire lists and newly employed certificated employees. Substitute teachers continue to be hired to ensure increased coverage capacity for teacher absences.

Adult Ed Teacher, Day-to-Day Substitute	4
Early Childhood Ed Teacher	3
Elementary Teacher	7
Elementary Teacher, Day-to-Day Substitute	79
Instructor, JROTC	1
PSA Counselor	3
School Occupational Therapist	2
Secondary School Counselor	2
Secondary Teacher	1
Senior Instructor, JROTC	1
Special Education Teacher	4
Special Education Teacher, MSD	1
Teacher Assistant, Degree Track	13

LOS ANGELES UNIFIED SCHOOL DISTRICT
Human Resources Division

ATTACHMENT D

ROUTINE PERSONNEL ACTIONS – SENIOR MANAGEMENT

Approval of contract of employment for senior management employee(s) appointed by the Board of Education in closed session on January 28, 2026. See attached list.

LOS ANGELES UNIFIED SCHOOL DISTRICT
SENIOR MANAGEMENT CONTRACT
APPROVED JANUARY 28, 2026

NAME	TITLE	SERVICE	START DATE	END DATE	ANNUAL SALARY	*STEP	AUTO/ALLOWANCE/ OTHER
Gebeyaw, Woineshet	Director of Budget Service & Financial Planning	Classified	2/11/2026	6/30/2028	$237,671.76	5/5	$250 per month
Graham Jr., Donald R.	Chief of Police	Classified	2/11/2026	6/30/2028	$231,650.04	3/5	Automobile
Pacheco, Adrian	Deputy Director of Facilities Maintenance and Operations	Classified	2/11/2026	6/30/2028	$225,218.04	4/5	$250 per month
Tu, Beiwei	Chief Risk Officer	Classified	2/11/2026	6/30/2028	$246,977.52	5/5	$250 per month

* Employees who are in classifications with steps and are not at top step are eligible for an increase during contract.

TAB 2

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: Rep-171-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Business & Finance Division

Resolution of the Board of Education of the Los Angeles Unified School District approving and authorizing the issuance of Additional Judgment Obligation Notes and Bonds, the execution and delivery of Revolving Credit Agreement(s), an Indenture and Related Documents, an Official Statement, a Second Validation Proceeding, and Related Actions, all for the purpose of refunding Obligations incurred by application of Assembly Bill Number 218 and similar claims for tort liability
Finance Division

Brief Description:
(Resolution of the Board of Education of the Los Angeles Unified School District Approving and Authorizing the Issuance of Additional Judgment Obligation Notes and Bonds, an Indenture and Related Documents, an Official Statement, a Related Validation Proceeding and Related Actions, All for the Purpose of Refunding Obligations Incurred by Application of Assembly Bill Number 218 and Similar Claims for Tort Liability.)
Recommends approval to refund up to $250 million of AB218-type legal claims.

Action Proposed:
Approve the attached resolution (Attachment A) relating to the issuance of Judgment Obligation Notes and Judgment Obligation Bonds (the "Judgment Refunding Resolution") for the purpose of refunding (up to $250 million) all or a portion of significant involuntary tort liability obligations arising as a result of pending and anticipated litigation brought by application of California Assembly Bill Number 218 ("AB 218") and similar childhood sexual assault, abuse and/or molestation claims for tort liability, and authorize the designated officers as described in the attached resolution, to execute all instruments necessary, as legally permissible, to establish and carryout the Judgment Refunding Program.

Background:
On June 18, 2024, the Board approved the issuance of Judgment Obligation Notes, Judgment Obligation Bonds and a revolving line of credit as part of the Judgment Refunding Program to refund anticipated significant involuntary tort liability obligations arising as a result of litigation brought by application of AB 218 and similar claims for tort liability, as well as the judicial validation of such obligations (the "Initial Judgment Refunding Resolution"). The Initial Judgment Refunding Resolution was subsequently validated by the Superior Court of the State of California for the County of Los Angeles and the first series of Judgement Obligation Bonds, Series 2025A was issued on July 9, 2025. Currently, the District has remaining capacity to refund approximately $167,000,000 in claims under the Initial Judgement Refunding Resolution.

The liability arising from involuntary tort liability obligations arising as a result of litigation brought by application of AB 218 and similar claims for tort liability is now estimated to exceed the authorization granted in the Initial Judgment Refunding Resolution, necessitating the authorization and issuance of additional judgement obligation bonds (the "Additional JOBs").

Expected Outcomes:
Approval of the Judgment Refunding Resolution will authorize necessary documents, including the Resolution, Revolving Credit Agreement, Fee Agreement, Indenture and Supplemental Indentures, Bond Purchase Agreement, Continuing Disclosure Certificate, and Official Statement.

Approval will enable the District to continue to access the Judgment Refunding Program beyond the $500,000,000 in claims authorized by the Initial Judgment Refunding Resolution. Given the potential liability amounts likely to result from the tort claims discussed above, payment of such obligations in full upon conclusion of the related litigation would result in significant impacts to the District's budgetary resources in fiscal year 2025-26 and future fiscal years. The Judgment Refunding Program mitigates and manage these impacts by refunding the tort liability obligations and amortizing the liability over time, therefore, lessening any potential impacts to the District's core education programs in the near term.

Given that the liability amounts resulting from the AB 218 tort claims discussed above are estimated to be in excess of the amount authorized to be financed under the Initial Judgment Refunding Resolution, payment of such obligations in full upon conclusion of the related litigation would result in significant impacts to the District's budgetary resources in fiscal year 2025-26 and future fiscal years. The Additional JOBs would be issued and sold to refund the tort liability obligations and amortize the liability over time, therefore, lessening potential impacts to the District's core education programs in the near term.

Board Options and Consequences:
Should the Board not approve this item, staff will not proceed with the issuance of additional judgment obligation bonds beyond those already authorized to pay the tort claims discussed above. In such case, the liability resulting from the tort claims in excess of the original authorization will generally be payable in full as and when the litigation with respect to each claim is concluded from any available moneys of the District. Depending on the timing and size of the liabilities, District budgetary resources may need to be shifted away from programs to pay such liabilities.

Policy Implications:
This action is in compliance with the relevant criteria set forth in Article I, Article II Section 2.02, and Article IV Section 4.12 of the Debt Management Policy.

Budget Impact:
The Additional JOBs will be obligations of the District, payable from general fund balances and revenues. However, given the potential liability amounts likely to result from the tort claims discussed above, payment of such obligations in full upon conclusion of the related litigation would result in significant impacts to the District's budgetary resources in fiscal year 2025-26 and future fiscal years. The Judgment Refunding Program, including by authorizing the issuance of Additional JOBs, has been established to mitigate and manage these impacts by refunding the tort liability obligations and amortizing the liability over time, therefore, lessening any potential impacts to the District's core education programs in the near term.

Student Impact:
Issuance of the Additional JOBs will further the goals of the Judgment Refunding Program of mitigating and managing impacts to the District's budgetary resources in the current and future fiscal years by refunding expected tort liability obligations and amortizing the liability over time, therefore, lessening any potential impacts to the District's core education programs in the near term.

Equity Impact:

Component	Score	Rationale
Recognition	**4**	The Judgment Refunding Program actively recognizes historical inequities by addressing the involuntary tort liability obligations arising from AB 218 and similar claims for tort liability. These obligations result from alleged misconduct by District personnel and have led to significant legal liabilities for the District.
Resource Prioritization	**4**	The Judgment Refunding Program effectively prioritizes resources based on need. The program is designed to manage the significant financial impact of tort liability obligations on the District's budget, thereby ensuring that resources can continue to be allocated effectively to meet the needs of students and the wider school community.
Results	**3**	The Judgment Refunding Program is likely to result in closed opportunity gaps. By managing the financial impact of significant tort liability obligations, the program helps ensure that the District can continue to provide essential services and opportunities to students, particularly those from underserved communities.
TOTAL	**11**	

Issues and Analysis:
Approval of the Judgment Refunding Resolution will enable the District to issue and sell additional judgment obligation bonds under the Judgment Refunding Program, which will help manage the financial impact of the tort liability obligations. Sales of the Additional JOBs will allow the District to spread the liability over time, mitigating the immediate financial impact.

The Additional JOBs will have a not-to-exceed amount of $250,000,000 for pending and anticipated claims, and a not-to-exceed date of June 30, 2031, for eligible tort liabilities, as stated in the attached Judgment Refunding Resolution. A validation action, necessary to complete the program, will limit it to these parameters, and will help ensure market reception and competitive interest rates for these notes and bonds. In compliance with Section 5852.1 of the California Government Code, the District's Municipal Advisor, KNN Public Finance, provides the following good

- True Interest Cost: 5.52%
- Finance Charge: $1,805,000
- Amount of Net Proceeds: $250,000,000
- Total Payment Amount: $382,807,173

These estimates are based on assumptions and market conditions at the time of preparation. Actual amounts may differ due to various factors, including market conditions at the time of issuance and the actual tort liability financed.

Attachments:
Attachment A -Judgment Obligation Bond Sales Resolution
Attachment B - Non-Revolving Credit Agreement
Attachment C - Fee and Interest Rate Agreement
Attachment D - Indenture and Supplemental Indenture
Attachment E - Bond Purchase Agreement
Attachment F - Continuing Disclosure Certificate
Attachment G - Preliminary Official Statement
Attachment H - Appendix A to the Preliminary Official Statement

Submitted:
02/05/26, Revision # 1

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

PEDRO SALCIDO
Deputy Superintendent
Office of the Deputy Superintendent

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

SAMAN BRAVO-KARIMI
Chief Financial Officer
Finance Division

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT APPROVING AND AUTHORIZING THE ISSUANCE OF ADDITIONAL JUDGMENT OBLIGATION NOTES AND BONDS, AN INDENTURE AND RELATED DOCUMENTS, AN OFFICIAL STATEMENT, A RELATED VALIDATION PROCEEDING AND RELATED ACTIONS, ALL FOR THE PURPOSE OF REFUNDING OBLIGATIONS INCURRED BY APPLICATION OF ASSEMBLY BILL NUMBER 218 AND SIMILAR CLAIMS FOR TORT LIABILITY

WHEREAS, the Los Angeles Unified School District (the "District") is currently facing and anticipates additional significant estimated exposure to claimants and/or plaintiffs who may obtain final judgments or orders for monetary damages against the District following concluded litigation or stipulated settlement (each such judgment or order which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, being referred to herein as, a "Judgment" and, collectively, the "Judgments") by the applicable court or courts, including, without limitation, the California Superior Court before which several claims are currently pending, as a result of pending and anticipated litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 ("AB 218") and similar childhood sexual assault, abuse and/or molestation claims for tort liability; and

WHEREAS, the nature of the claims of the claimants and/or plaintiffs which obtain such Judgments (each a "Judgment Obligee" and, collectively, the "Judgment Obligees") are reasonably known to the District and, to the extent that each presents facts supportable and actionable including by application of AB 218, are considered comparable for purposes of the District's determination of monetary liability and budget implications; and

WHEREAS, such costs deemed payable in full upon the conclusion of litigation would result in significant impacts to the District's budget in fiscal year 2025-26 and future fiscal years which the Board of Education of the District (the "Board") finds necessary to mitigate and manage; and

WHEREAS, the Board previously adopted that certain Resolution on June 18, 2024, described in Board Report 325-23/24, approving a judgment refunding program in order mitigate the impact of the Judgments on the District's budget (the "Initial Judgment Refunding Program"); and

WHEREAS, the previously authorized Initial Judgment Refunding Program authorizes the aggregate dollar amount of Judgments to be refunded by Notes and Bonds (defined below) of not to exceed $500,000,0000 and the District has determined that the aggregate amount of Judgments will exceed $500,000,000 such that it is now necessary to approve additional capacity to refund Judgments; and

WHEREAS, the District is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code to issue refunding notes or bonds for the purpose of refunding any evidence of indebtedness of the District; and

WHEREAS, the Board has determined that it is in the best interests of the District to refund, from time to time, the District's obligations to the Judgment Obligees evidenced by the Judgments; and

WHEREAS, for the purposes of providing interim satisfaction and refunding of the District's obligations to the Judgment Obligees evidenced by the Judgments, the Board has determined that it would be in the best interests of the District to enter into one or more flexible, short-term borrowing instruments or lines of credit (each substantially in the form on file with the Executive Officer of the Board, with such changes, insertions and omissions as are made pursuant to this Resolution and as may be supplemented and amended in accordance with its terms, being referred to herein as, a "Credit Agreement") with Wells Fargo Bank, National Association (the "Lender"), or such other banking or financial institution as may be approved by any Authorized Officer of the District pursuant to this Resolution as lender, that will be drawn upon only as funds are needed to satisfy any Judgment or Judgments; and

WHEREAS, the District's obligations under each Credit Agreement shall be evidenced by judgment obligation promissory notes to be issued by the District as provided therein (each, a "Note" or, collectively, the "Notes") evidencing the short-term borrowing by the District; and

WHEREAS, to confirm the agreement between Lender and the District with respect to certain commitment fees and certain other fees payable to Lender under the Credit Agreement, the Board has determined to enter into one or more fee and interest rate agreements (each substantially in the form on file with the Executive Officer of the Board, with such changes, insertions and omissions as are made pursuant to this Resolution and as may be supplemented and amended in accordance with its terms, being referred to herein as, a "Fee Agreement") with Lender; and

WHEREAS, for purposes of providing a more permanent financing solution for the District's obligations to the Judgment Obligees evidenced by the Judgments consistent with the District's long-term budgetary objectives, the Board has determined that it would be in the best interests of the District to authorize the issuance of Los Angeles Unified School District Judgment Obligation Bonds, from time to time, in one or more series, each on a federally tax-exempt or taxable basis (the "Bonds"), to represent the aggregate amounts to be payable to Judgment Obligees in satisfaction of Judgments from time to time including, without limitation, amounts payable to (a) a Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under the related Notes, Credit Agreement, and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)), (b) Judgment Obligees directly in satisfaction of any Judgment or Judgments from time to time, and (c) holders of Bonds then outstanding which previously refunded any Notes, any Judgment or Judgments, and/or any previously issued Bonds, each as authorized herein, and (d) related costs of issuance of such Bonds (including underwriter's discount or placement agent fee and bond insurance premium, if any); and

WHEREAS, in order to provide for the authentication and issuance of the Bonds and to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, including the initial series of Bonds hereunder, the District proposes to enter into, with a commercial bank, as trustee, (a) an indenture (such indenture, in substantially the form on file with the Executive Officer of the Board, with such changes, insertions and omissions as are made pursuant to this Resolution and as may be supplemented and amended in accordance with its terms, being referred to herein as, the "Indenture"), and (b) one or more supplemental indentures in connection with the issuance of each subsequent series of Bonds (each, such supplemental indenture, in substantially the form on file with the Executive Officer of the Board (as Exhibit B to the Indenture), with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, a "Supplemental Indenture"); and

WHEREAS, the Bonds, the Notes and the obligation to pay all amounts due and owing with respect to the Bonds and the Notes, and to pay all interest thereon at the applicable interest rates to be set forth in any Credit Agreement, any Fee Agreement, the Notes, the Indenture,

any Supplemental Indenture and the Bonds when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim; and

WHEREAS, the Board has determined that securing the timely payment of the principal of and interest on the Bonds by obtaining a bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, this Board deems it necessary and desirable to authorize the sale of the initial issuance of publicly offered Bonds by a negotiated sale pursuant to a bond purchase agreement (such bond purchase agreement, in the form on file with the Executive Officer of the Board, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Bond Purchase Agreement") to be entered into with one or more of the underwriters from the District's underwriter bench (each, an "Underwriter" and, collectively, the "Underwriters"), selected as herein provided; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell bonds, the underwriters thereof must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of such bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure certificate (such continuing disclosure certificate, in the form on file with the Executive Officer of the Board, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Continuing Disclosure Certificate"); and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the initial issuance of publicly offered Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Preliminary Official Statement"); and

WHEREAS, the Board has considerable discretion in the exercise of its powers with respect to its operating budget and the management of its fiscal affairs; and

WHEREAS, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with California Government Code Section 8855(i), and the District's obligations under the Credit Agreement, the Fee Agreement, the Notes, the Indenture, the Supplemental Indenture, and the Bonds as contemplated by this Resolution, are in compliance with the Debt Management Policy; and

WHEREAS, Section 5852.1 of the California Government Code requires that the Board obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of bonds with a term greater than 13 months, good faith estimates of (a) the true interest cost of such bonds, (b) the sum of all fees and charges paid to third parties with respect to such bonds, (c) the amount of proceeds of such bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of such bonds, and (d) the sum total of all debt service payments on such bonds calculated to the final maturity of such bonds, plus the fees and charges paid to third parties not paid with the proceeds of such; and

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the Board has obtained from KNN Public Finance, the District's municipal advisor (the "Municipal

Advisor"), the required good faith estimates, and such estimates are disclosed as part of the agenda for this meeting; and

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financings authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financings for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. All of the recitals herein contained are true and correct and the Board so finds.

Section 2. The Board hereby finds and declares that (a) the entering into the Indenture and a Credit Agreement, Fee Agreement, and Supplemental Indenture, and the Bond Purchase Agreement, and the Continuing Disclosure Certificate, (b) the issuance of the Notes to satisfy and discharge related Judgments, (c) the issuance of the Bonds to refund Notes issued to satisfy and discharge related Judgments, or to refund related Judgments directly, or to refund Bonds which previously refunded any Notes, Bonds, and/or any Judgments, and (d) the other actions contemplated by this Resolution, are in the best interests of the District, necessary in the management of its fiscal affairs.

Section 3. Subject to the provisions of Section 17 hereof, the establishment of a line of credit with the Lender and the issuance by the District of Notes to evidence such borrowings, from time to time, as specified in the Credit Agreement, each for the purpose of refunding, and evidencing the refunded Judgment or Judgments and/or any previously issued Notes which evidence a refunded Judgment or Judgments, on the terms and conditions set forth in, and subject to the limitations specified in, the related Credit Agreement, is hereby authorized and approved. Each Note shall be issued on the dates, shall be dated, shall bear interest at the rates, shall mature on the dates (unless such maturity is extended pursuant to the terms of the related Credit Agreement), shall be subject to prepayment, shall be in the forms and shall be as otherwise provided in the related Credit Agreement, as the same shall be completed as provided in this Resolution.

Section 4. The form of Credit Agreement, submitted to and on file with the Executive Officer of the Board, is hereby approved, and the President of the Board, or such other member of the Board as the President may designate, the Superintendent of the District, the Chief Financial Officer of the District, the Deputy Chief Financial Officer of the District and the Controller of the District, including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers"), are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver one or more Credit Agreements in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the stated Facility Maturity Date of each Credit Agreement shall not be a date that is more than 5 years from the effective date of such Credit Agreement (provided that such term may be

extended pursuant to the terms of the related Credit Agreement), and (b) the principal amount available to be drawn, in aggregate, at the same time, under all lines of credit established under all Credit Agreements authorized under this Resolution, shall not exceed $250,000,000.

Section 5. The Authorized Officers of the District are further hereby authorized to select an alternative banking or financial institution to serve as lender ("Alternative Lender"), with any such changes or modifications as such Authorized Officers shall determine are in the best interests of the District. Any line of credit, including associated agreements, notes, or other documents entered into with an Alternative Lender shall be subject to this Resolution as if it was the Lender.

Section 6. As to each Credit Agreement executed and delivered by the District, the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and issue one or more Notes and the Executive Officer of the Board is hereby authorized and directed, for and in the name of the District, to countersign or otherwise attest to the same, each in the form substantially as attached to such Credit Agreement, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and issuance thereof.

Section 7. As to each Credit Agreement executed and delivered by the District, the form of Fee Agreement, submitted to and on file with the Executive Officer of the Board, is hereby approved, and the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver, one or more Fee Agreements, each to Lender, in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of the respective Fee Agreement shall be consistent with the term of the related Credit Agreement.

Section 8. Subject to the provisions of Section 17 hereof, the issuance of the Bonds, from time to time, as specified in the Indenture, for the purpose of refunding amounts payable to

(a) a Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under the related Notes, Credit Agreement, and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)),

(b) Judgment Obligees directly in satisfaction of any Judgment or Judgments from time to time, and

(c) holders of Bonds then outstanding which previously refunded any Notes, Judgment or Judgments, and/or any previously issued Bonds from time to time on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture and, as applicable, a Supplemental Indenture, is hereby authorized and approved. The Bonds shall be issued on the dates, shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture and, as applicable, a Supplemental Indenture, as the same shall be completed as provided in this Resolution.

Section 9. The form of Indenture, submitted to and on file with the Executive Officer of the Board, is hereby approved, and the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Indenture in substantially said form with such changes, insertions and omissions therein as

the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that:

(a) the term to the final maturity date of the initial series of Bonds to be issued thereunder shall not exceed 20 years;

(b) the principal amount of the initial series of Bonds to be issued thereunder shall not exceed the sum of

(i) the District's obligations to Judgment Obligee(s) evidenced by those Judgment(s) to be refunded directly with net proceeds of such series of Bonds,

(ii) the District's obligations to the related Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time to be refunded with net proceeds of such series of Bonds (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under such Notes, related Credit Agreement and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)), and

(iii) any original issue discount and costs of issuance of such Bonds (including underwriter's discount or placement agent fee and bond insurance premium, if any); and

(c) each series of Bonds issued thereunder shall otherwise conform to the limitations specified herein and in the Indenture.

Section 10. The form of Supplemental Indenture, substantially in the form attached as Exhibit B to the Indenture on file with the Executive Officer of the Board, is hereby approved, and the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver one or more Supplemental Indentures in substantially said form from time to time, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that:

(a) the term to the final maturity date of the series of Bonds to be issued under a Supplemental Indenture shall not exceed 20 years;

(b) the aggregate principal amount of the series of Bonds to be issued under a Supplemental Indenture shall not exceed the sum of:

(i) the District's obligations to Judgment Obligee(s) evidenced by those Judgment(s) to be refunded directly with net proceeds of such series of Bonds,

(ii) the District's obligations to the related Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time to be refunded with net proceeds of such series of Bonds (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under such Notes, related Credit Agreement and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)),

(iii) the District's obligations to holders of Bonds then outstanding under the Indenture, which previously refunded any Notes or Bonds or were issued in satisfaction of any Judgment or Judgments directly, and

(iv) any original issue discount and costs of issuance of such series of Bonds (including underwriter's discount or placement agent fee and bond insurance premium, if any); and

(c) the series of Bonds issued under each Supplemental Indenture shall otherwise conform to the limitations specified therein and in the Indenture.

Section 11. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute by manual or facsimile signature and deliver the Bonds of each series, and the Executive Officer of the Board is hereby authorized and directed, for and in the name of the District, to countersign the same by the manual or facsimile signature each in the form substantially as attached to the Indenture and any Supplemental Indenture, with such changes, insertions and omissions therein as the Authorized Officers may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

The Board hereby authorizes the sale of the initial issuance of publicly offered Bonds by a negotiated sale pursuant to the Bond Purchase Agreement. The form of the Bond Purchase Agreement to be entered into in connection with the initial issuance of publicly offered Bonds, substantially in the form on file with the Executive Officer of the Board, is hereby approved, and the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriters' discount for the sale of the initial issuance of publicly offered Bonds shall not exceed 1.00% of the aggregate principal amount of such Bonds. The Underwriters shall be selected in accordance with the Debt Management Policy. In connection with the negotiated sale of the initial issuance of publicly offered Bonds, the Chief Business Officer is hereby further authorized to designate which Underwriters shall act as senior manager(s), co-senior manager(s) and co-manager(s) in accordance with the Debt Management Policy.

Section 12. The form of the Continuing Disclosure Certificate to be entered into in connection with the initial issuance of publicly offered Bonds, substantially in the form on file with the Executive Officer of the Board, is hereby approved, and the Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 13. The Preliminary Official Statement to be distributed in connection with the initial issuance of publicly offered Bonds, substantially in the form on file with the Executive Officer of the Board, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement by the Underwriters in connection with the offering and sale of such Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of such Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of such Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board to review the revised Preliminary Official Statement.

Section 14. The preparation and delivery of an Official Statement with respect to the initial issuance of publicly offered Bonds, and its use by the Underwriters in connection with the offering and sale of such Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of such Bonds with such changes, insertions and omissions therein as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the Official Statement and any amendment or supplement thereto and thereupon to cause the Official Statement and any such amendment or supplement to be delivered to the Underwriters.

Section 15. The Authorized Officers are, and each of them is, hereby authorized and directed to apply for municipal bond insurance for the Bonds of each series and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Bonds of each series. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract.

Section 16. The issuance of the Notes in accordance with a Credit Agreement and Bonds in accordance with the Indenture, including as supplemented, authorized under this Resolution, for the purpose of refunding amounts owing to Judgment Obligees whether payable to any Judgment Obligee or Judgment Obligees directly in satisfaction of any Judgment of Judgments, to any Lender or other holders of Notes previously issued in satisfaction of any Judgment or Judgments from time to time, or to any holders of Bonds which previously refunded any Notes or Bonds which were issued in satisfaction of any Judgment or Judgments from time to time, is subject to the following limitations: (a) any Judgment or Judgments refunded by any Note or Bond authorized under this Resolution shall be entered against the District by the applicable court or courts not later than June 30, 2031; and (b) the aggregate dollar amount of Judgments to be refunded by Notes and/or Bonds authorized under this Resolution shall not exceed $250,000,000 (excluding any interest due thereunder).

Section 17. The Authorized Officers are, and each of them is, authorized and directed, for and in the name of the District, to bring a validation action under Section 860 of the California Code of Civil Procedure to determine the legality and validity of the Notes, Credit Agreement, Fee Agreement, Bonds, Indenture, Supplemental Indenture, Judgments, and the other documents and proceedings authorized pursuant to this Resolution.

Section 18. With the passage of this Resolution, the District hereby confirms that it has adopted the Debt Management Policy and certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the District's financing described in this Resolution and its obligations under the Notes, each Credit Agreement, each Fee Agreement, the Bonds, the Indenture, and each Supplemental Indenture, as contemplated by this Resolution, is in compliance with the Debt Management Policy, and instructs Dannis Woliver Kelley, as Bond Counsel, on behalf of the District, with respect to the Notes and the Bonds described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Notes and the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 19. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order

to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 20. All actions heretofore taken by the officers, employees, and agents of the District with respect to the transactions set forth above are hereby approved, confirmed, and ratified.

Section 21. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 22. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 17th day of February 2026, by the Board of Education of the Los Angeles Unified School District**.**

By: _____
Executive Officer, Board of Education

EXECUTIVE OFFICER'S CERTIFICATE

I, Michael McLean, Executive Officer of the Board of Education of the Los Angeles Unified School District, County of Los Angeles, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Education of said District duly and regularly held at the regular meeting place thereof on February 10, 2026, at which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 333 South Beaudry Avenue, Los Angeles, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the adopted resolution on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this ___ day of _____, 2026.

By: _____
Executive Officer of the Board of Education
of Los Angeles Unified School District

ATTACHMENT B

NON-REVOLVING CREDIT AGREEMENT

dated as of **[**_____**]** 1, 2026

between

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

relating to

JUDGMENT OBLIGATION NOTES

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	2
Section 1.01.	Definitions	2
Section 1.02.	Accounting Terms and Determinations	13
Section 1.03.	Rates	13
ARTICLE II	THE CREDIT	14
Section 2.01.	Commitment to Lend	14
Section 2.02.	Method of Borrowing, Continuing or Converting Loans; Account to Which Proceeds of Loans to Be Credited	15
Section 2.03.	The Notes	16
Section 2.04.	Maturity of Loans and Term Loans	16
Section 2.05.	Interest Rates	17
Section 2.06.	Fees	19
Section 2.07.	Optional Termination or Reduction of Commitment	19
Section 2.08.	Mandatory Termination or Reduction of Commitment	20
Section 2.09.	Optional Prepayments; Funding Indemnity	20
Section 2.10.	General Provisions as to Payments	20
Section 2.11.	Computation of Interest and Fees	20
Section 2.12.	The Term Loans	20
ARTICLE III	CONDITIONS	22
Section 3.01(A).	Effectiveness	22
Section 3.02(B).	Condition Subsequent to Closing	23
Section 3.02.	Borrowings During the Non-Revolving Credit Period	23
Section 3.03.	No Rating; DTC; Offering Document; CUSIP	24
ARTICLE IV	REPRESENTATIONS AND WARRANTIES	24
Section 4.01.	Legal Existence	24
Section 4.02.	Compliance with Law and Contracts	24
Section 4.03.	Authorization and Validity	25
Section 4.04.	Litigation	25
Section 4.05.	Related Documents	26
Section 4.06.	Accuracy and Completeness of Information	26
Section 4.07.	Legislation	26
Section 4.08.	Accuracy of Financial Reports	26
Section 4.09.	Source of Payment of Obligations	27
Section 4.10.	No Default or Event of Default	27
Section 4.11.	Validation	27
Section 4.12.	Anti-Corruption Laws; Anti-Money Laundering Laws and Sanctions	28
Section 4.13.	No Sovereign Immunity	28

Section 4.14.	Regulations U and X	28
Section 4.15.	Usury	28
Section 4.16.	ERISA	28
Section 4.17.	Environmental Matters	28
Section 4.18.	Insurance	29
ARTICLE V	COVENANTS	29
Section 5.01.	Punctual Payment and Performance	29
Section 5.02.	Power to Issue the Notes and the Bonds	29
Section 5.03.	Prosecution and Defense of Suits	29
Section 5.04.	District Budgets	29
Section 5.05.	Reserved	30
Section 5.06.	Accuracy of Information	30
Section 5.07.	Financial and Other Reports	30
Section 5.08.	Compliance Certificate and Additional Information	30
Section 5.09.	Events of Default	31
Section 5.10.	Books, Records	31
Section 5.11.	Other Obligations	31
Section 5.12.	Responsibilities under Related Documents	32
Section 5.13.	Book Entry Eligibility	32
Section 5.14.	Further Assurances	32
Section 5.15.	Maintenance of Insurance	32
Section 5.16.	Bond Ratings	32
Section 5.17.	Amendments to Related Documents	32
Section 5.18.	Fiscal Year	32
Section 5.19.	Compliance with Anti-Corruption Laws; Beneficial Ownership Regulation, Anti-Money Laundering Laws and Sanctions	32
Section 5.20.	Use of Proceeds	33
Section 5.21.	Compliance with Laws	33
Section 5.22.	References to the Lender	33
Section 5.23.	Existence, Etc	34
Section 5.24.	Disclosure to Participants, Lender Transferees and Non-Lender Transferees	34
Section 5.25.	Other Agreements	34
Section 5.26.	Environmental Laws	34
Section 5.27.	Maintenance of Properties	35
Section 5.28.	Immunity from Jurisdiction	35
ARTICLE VI	EVENTS OF DEFAULT	35
Section 6.01.	Events of Default	35
Section 6.02.	Remedies upon Event of Default	38
ARTICLE VII	INCREASED COSTS AND TAXES	39
Section 7.01.	Additional Costs	39
Section 7.02.	Taxes	41

ARTICLE VIII MISCELLANEOUS 42

Section 8.01. Notices 42
Section 8.02. No Waivers 43
Section 8.03. Expenses; Documentary Taxes; Indemnification 43
Section 8.04. Amendments and Waivers 44
Section 8.05. Successors and Assigns....44
Section 8.06. Governing Law; Venue; Waiver of Jury Trial 48
Section 8.07. Counterparts; Integration 49
Section 8.08. Headings 49
Section 8.09. Severability 49
Section 8.10. Government Regulations 49
Section 8.11. No Advisory or Fiduciary Relationship 49
Section 8.12. Electronic Signatures 50
Section 8.13. Representation by Legal Counsel; Joint Preparation 50
Section 8.14. District Business Policies; Taxpayer Identification Number (TIN) 50
Section 8.15. Prior Understandings 51
Section 8.16. Continuing Obligation 51
Section 8.17. US QFC Stay Rules 51
Section 8.18. No Redactions 52

EXHIBIT A — Form of Notice of Borrowing
EXHIBIT B — Form of Compliance Certificate
EXHIBIT C — Form of Judgment Obligation Note (SOFR)
EXHIBIT D — Form of Term Note
EXHIBIT E — Form of Request for Term Loan

NON-REVOLVING CREDIT AGREEMENT

This Non-Revolving Credit Agreement is dated as of **[_____]** 1, 2026 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, this *"Agreement"*), between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (the *"District"*), and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns (the *"Lender"*).

RECITALS

WHEREAS, the District has budgeted in its adopted budget for fiscal year 2025-2026 and anticipates a significant estimated exposure to certain claimants and/or plaintiffs (the *"Judgment Obligees"*) which have obtained and may obtain final judgments or orders for monetary damages against the District following concluded litigation or stipulated settlement(s) (each such judgment or order which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, being referred to herein as, a *"Judgment"* and, collectively, the *"Judgments"*) by the applicable court or courts, including, without limitation, the California Superior Court before which claims are currently pending, as a result of pending and anticipated litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 (*"AB 218"*) and other similar claims for tort liability; and

WHEREAS, the Board of Education of the District (the *"Board"*) has determined that it is in the best interests of the District to refund, from time to time, the District's obligations to the Judgment Obligees evidenced by the Judgments, and, in furtherance thereof for the District, pursuant to authority under applicable law, to enter into one or more forms of interim refunding instruments such as this Agreement, and for the indebtedness hereunder to be evidenced by judgment obligation promissory notes, each issued to refund one or more Judgments as specified in each such judgment obligation promissory note (the respective *"Note"* or *"Notes"* as further defined and specified herein); and

WHEREAS, as authorized and in furtherance of the terms of the Resolution of the District adopted by the Board on June 18, 2024 (the *"Resolution"*), the Board desires to cause the District to issue, pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the *"Act"*) and under and pursuant to the provisions of the Indenture (as defined herein), its Los Angeles Unified School District Judgment Obligation Bonds together with judgment obligation bonds as may be issued thereafter, each as specified by series designation, to refund such bonds (collectively, the *"Bonds"*), in one or more series on one or more sale dates in an aggregate principal amount not exceeding the sum of (a) the amount payable to the Lender for retirement of the Note or Notes as described in the Resolution, the proceeds of which were paid to the Judgment Obligees pursuant to and in satisfaction of the Judgment or Judgments over time as authorized in the Resolution, (b) amounts payable to Judgment Obligees directly in satisfaction of any Judgment or Judgments over time as authorized in the Resolution, (c) the costs of issuance of

the Bonds (including underwriter's discount), and (d) any original issue discount on the Bonds; and

WHEREAS, payments of principal and redemption prices of, and interest on, such Bonds will be payable on an unsecured, parity basis with all Obligations (as defined herein) in respect of principal of and interest on the Notes, the Loans and the Term Loans (each as defined herein) (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the Loans and the Term Loans, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes); and

WHEREAS, the Bonds, the Notes, the Loans, the Term Loans and the Obligations (including, without limitation, the obligation to pay all amounts due and owing with respect to the Bonds, the Notes, the Loans, the Term Loans and the Obligations, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim, payable from the general fund to be appropriated by the District; and

WHEREAS, each of the Notes and the Bonds are being issued, and will be issued, for the purpose of satisfying the District's respective payment and refunded payment obligations directly attributable to the related Judgment and Judgments; and

WHEREAS, the Lender has agreed to make the Loans and Term Loans secured by the Notes to refund one or more Judgments, on the terms and conditions set forth herein, to the District;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. (a) Capitalized terms used herein but not otherwise defined in subsection (b) below or elsewhere herein shall have the meanings given to them in the Resolution.

(b) The following terms, as used herein, have the following meanings:

"AAFR" means, for the applicable Fiscal Year referenced, the District's Annual Audited Financial Report, or successive report presenting the audited financial statements of the District.

"Act" has the meaning assigned to it in the Recitals of this Agreement.

"Affiliate" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of,

the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Agreement" means this Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026, between the District and the Lender, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

"Amortization Period" has the meaning set forth in Section 2.12(b) hereof.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder and the U.K. Bribery Act 2010 and the rules and regulations thereunder.

"Anti-Money Laundering Laws" means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules related to terrorism financing, money laundering, any predicate crime to money laundering or any financial record keeping, including any applicable provision of the PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Spread" has the meaning set forth in the Fee Agreement.

"Bank Agreement" has the meaning set forth in Section 5.25 hereof.

"Bankruptcy Code" means the Bankruptcy Code, 11 U.S.C. § 101, *et seq.,* as amended.

"Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate plus 1.00%, (ii) the Federal Funds Rate plus 2.00%, and (iii) 7.00%.

"Benchmark" means, initially, Daily Simple SOFR; *provided, however,* that if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Agreement.

"Benchmark Administrator" means, initially, the SOFR Administrator, or any successor administrator of the then-current Benchmark or any insolvency or resolution official with authority over such administrator.

"Benchmark Floor" means a rate of interest equal to zero percent (0%).

"Benchmark Replacement" means the sum of: (A) the alternate rate of interest that has been selected by the Lender as the replacement for the then-current Benchmark; and (B) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender, in each case, giving due consideration to (x) any selection or recommendation by the Relevant Governmental Body at such

time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (y) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time; *provided, however,* that if the Benchmark Replacement as determined as provided above would be less than the Benchmark Floor, then Benchmark Replacement shall be deemed to be the Benchmark Floor, subject to any other applicable floor rate provision.

"Benchmark Replacement Conforming Changes" means any technical, administrative or operational changes (including, without limitation, changes to the definition of "U.S. Government Securities Business Day," the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of a Benchmark Replacement and to permit the administration thereof by the Lender.

"Benchmark Replacement Date" means the date specified by the Lender in a notice to the District following a Benchmark Transition Event.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (A) the Benchmark Administrator has ceased or will cease to provide the Benchmark permanently or indefinitely or (B) the Benchmark is no longer, or as of a specified future date will no longer be, representative of underlying markets.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 CFR § 1010.230.

"Board" means the Board of Education of the Los Angeles Unified School District.

"Bonds" has the meaning assigned to it in the Recitals of this Agreement.

"Borrowing" means a borrowing hereunder consisting of a Loan to be made to the District by the Lender pursuant to Article II hereof.

"Business Day" means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Los Angeles, California or New York, New York are closed, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed, (c) a day on which the principal offices or the offices at which the Lender makes Loans are closed, or (d) in connection with a SOFR Index Loan, or any other calculation or determination involving SOFR, a U.S. Government Securities Business Day.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, promulgation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Closing Date" means **[_____]**, 2026, subject to the satisfaction or waiver by the Lender of all of the conditions precedent set forth in Article III hereof.

"*COI Administrator*" means U.S. Bank Trust Company, National Association, or such other administrator named by the District to serve as costs of issuance administrator relating to the costs of issuance related to the Notes, the Loans and the Term Loans.

"Commitment" means the Lender's commitment to make Loans as and when required by the terms and conditions hereof up to the amount of $250,000,000, as such amount may be reduced from time to time or terminated pursuant to Section 2.07, Section 2.08 and 6.01.

"Compliance Certificate" means a certificate substantially in the form of Exhibit B hereto.

"Daily Simple SOFR" means, with respect to any day (a *"SOFR Rate Day"*), a rate per annum equal to SOFR for the day (such day, the *"SOFR Determination Day"*) that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; *provided, however,* that if Daily Simple SOFR determined as provided above would be less than the Benchmark Floor, then Daily Simple SOFR shall be deemed to be the Benchmark Floor. If by 5:00 p.m. (New York City time) on the second (2^{nd}) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; *provided* that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures,

notes, securities or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (iv) all obligations of such Person under an installment purchase contract, financing lease or capital lease or similar instrument that, in accordance with generally accepted accounting principles, would be required to be capitalized, (v) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all obligations of such Person under Swap Contracts, (vii) all obligations of such Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities or property or obligations for the deferred purchase price of property or services (other than trade accounts payable occurring in the ordinary course of business), (viii) all reimbursement obligations and other indebtedness owed to any bank or other financial institution and payable on a parity basis with the Loans, and (ix) all Debt of others of a type described in any of clauses (i) through (vii) hereof guaranteed by such Person, whether directly or indirectly.

"Default" means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

"Default Rate" means, for any day, and with respect to any Note, Loan, Term Loan or any other payment Obligation hereunder, a rate of interest per annum equal to the Base Rate from time to time in effect plus three percent (3.0)%.

"Designated Representative" means each "Authorized District Officer" as defined in the Resolution, and any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Agreement.

"District" means the Los Angeles Unified School District, a school district duly organized and validly existing under the laws of the State of California.

"Dollars," "US$," "$" and *"U.S. Dollars"* mean the lawful currency of the United States of America.

"DTC" means The Depository Trust Company.

"EMMA" means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, Laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

"Event of Default" with respect to this Agreement means one or more of the events described in Section 6.01 of this Agreement and, with respect to any Related Documents, has the meaning assigned therein.

"Excess Interest Amount" has the meaning set forth in Section 2.05(d)(ii) hereof.

"Excluded Taxes" shall mean, with respect to the Lender or any Noteholder, (a) taxes, whether federal, state or local, imposed on or measured by its overall net income (however denominated), and franchise or similar taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Lender or such Noteholder is organized, is doing business or in which its principal office is located, or under which it is subject to taxation, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Lender or Noteholder is located.

"Facility Maturity Date" means **[_____]**, 2029, or, if such day is not a Business Day, the next preceding Business Day.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, *provided* that if such rate is not so published for any day which is a Business Day, the Federal Funds Rate for such day shall be the average of the quotation for such day on such transactions received by the Lender from three federal funds brokers of recognized standing selected by the Lender. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Agreement" means the Fee and Interest Rate Agreement dated **[_____]**, 2026, between the District and the Lender, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

"Fitch" means Fitch, Inc. and any successor rating agency.

"Governmental Authority" means the government of the United States or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indenture" means the Indenture dated as of July 1, 2025, by and between the District and U.S. Bank Trust Company, National Association, as trustee, as the same may be amended, restated, supplemented or otherwise modified in accordance with the terms hereof and thereof.

"Interest Payment Date" means (i) with respect to any Loan and any Term Loan, the fifth (5th) calendar day of each month; *provided*, that for purposes of clarity, the amount of accrued interest payable on each such fifth (5th) calendar day shall be the amount of interest accrued during the immediately preceding calendar month; *provided, further, however,* notwithstanding the foregoing, that the Interest Payment Date for the period commencing on December 1 and ending on December 31 of each year shall occur no later than January 8 of the following year, and (ii) the related Facility Maturity Date, and (iii) such earlier date on which all Loans or the related Loan is required to be paid in full in accordance with the terms hereof or, if applicable, on the Term Loan Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"Investor Letter" has the meaning set forth in Section 8.05(b) hereof.

"Judgment" has the meaning assigned to it in the Recitals of this Agreement.

"Judgment Obligees" has the meaning assigned to it in the Recitals of this Agreement.

"Law" means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

"Lender" has the meaning set forth in the introductory paragraph hereof.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"Loan" means a Loan to be made by the Lender in accordance with the applicable Notice of Borrowing.

"Margin Stock" has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

"Material Adverse Effect" means any material adverse change in or effect on (a) the ability of the District to consummate the transactions contemplated by this Agreement or any of the other Related Documents or the Indenture to which the District is a party, (b) the ability of the District to perform any of its obligations under this Agreement or any of the other Related Documents or the Indenture to which the District is a party, (c) the District's ability to make payments on the Loans, the Term Loans, the Notes or the Obligations hereunder from the general fund of the District, (d) the rights, remedies and security of the Lender under the Agreement or any of the Related Documents, or (e) the enforceability or validity of the Agreement or any Related Document or the Indenture.

"Material District Debt" means any Debt of the District secured by or payable from the general fund of the District that is outstanding in a principal amount of $65,000,000 or more (excluding in relation to the Judgments).

"Maximum Interest Rate" means the maximum non-usurious rate of interest on the relevant obligation permitted by applicable law.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"Non-Lender Transferee" has the meaning set forth in Section 8.05(b) hereof.

"Non-Revolving Credit Lender Note" means a Judgment Obligation Credit Note in the form of a Note (SOFR), as defined in this Agreement.

"Non-Revolving Credit Period" means the period from and including the Closing Date to and including the Termination Date.

"Note (SOFR)" means the Judgment Obligation Credit Note of the District substantially in the form set forth in Exhibit C hereto, evidencing the obligation of the District to repay the Loans and interest thereon, issued in accordance with this Agreement.

"Note Counsel" means Orrick, Herrington & Sutcliffe LLP, or any other firm of attorneys nationally recognized on the subject of tax-exempt municipal finance selected by the District.

"Noteholder" means the Lender and each Non-Lender Transferee pursuant to the terms hereof so long as such Non-Lender Transferee owns an interest in the Notes and shall include any holder of Term Loans.

"Notes" means, individually and collectively, (i) the Note (SOFR) and (ii) the Term Note.

"Notice of Borrowing" has the meaning set forth in Section 2.02(a)(i) hereof.

"Notice of Extension" has the meaning set forth in Section 2.01(b) hereof.

"Obligations" means all amounts payable by the District hereunder (excluding the Loans, the Term Loans, the Notes), and all other obligations to be performed by the District, pursuant to

this Agreement, the Fee Agreement and the Notes (including any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents).

"Other Bank Agreements" means any other Bank Agreement and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements.

"Other Taxes" has the meaning set forth in Section 7.02(a) hereof.

"Parity Debt" means the Bonds and any other Debt issued by or on behalf of the District which is payable from the general fund to be appropriated by the District as obligations of the District imposed by law.

"Participant" has the meaning set forth in Section 8.05(c) hereof.

"Participation" has the meaning set forth in Section 8.05(c) hereof.

"Patriot Act" has the meaning set forth in Section 8.10 hereof.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Plan" means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

"Prime Rate" means at any time the rate of interest most recently announced within the Lender at its principal office as its prime rate, with the understanding that the Prime Rate is one of the Lender's base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Lender may designate; *provided, however,* that if Prime Rate determined as provided above would be less than zero percent (0%), then Prime Rate shall be deemed to be zero percent (0%).

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Rating Agency" means all or any of S&P, Moody's, and Fitch, as the context may require.

"Related Documents" means and includes this Agreement, the Fee Agreement, the Notes, and the Resolution, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or any successor thereto.

"Resolution" has the meaning assigned to it in the Recitals hereof.

"Sanctioned Country" means at any time, a country, region or territory which is itself (or whose government is) the subject or target of any Sanctions (including, as of the Closing Date, Cuba, Iran, North Korea, Syria, Venezuela and Crimea).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (including OFAC's Specially Designated Nationals and Blocked Persons List and OFAC's Consolidated Non-SDN List), the U.S. Department of State, the United Nations Security Council, the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by, or acting or purporting to act for or on behalf of, directly or indirectly, any such Person or Persons described in clauses (a) and (b), including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

"Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority in any jurisdiction in which (a) the District or any of its Subsidiaries or Affiliates is located or conducts business, (b) in which any of the proceeds of the Loans will be used, or (c) from which repayment of the Loans will be derived.

"S&P" means S&P Global Ratings, an S&P Global Inc. business and any successor rating agency.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"State" means the State of California.

"Subsidiary" means as to any Person, any corporation, partnership, limited liability company or other entity of which more than fifty percent (50%) of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors (or equivalent governing body) or other managers of such corporation, partnership, limited liability company or other entity is at the time owned by (directly or indirectly) or the management is otherwise controlled by (directly or indirectly) such Person (irrespective of whether, at the time, equity interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency). Unless otherwise qualified, references to "Subsidiary" or "Subsidiaries" herein shall refer to those of the District.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, total return swaps, credit derivative transactions, forward rate transactions, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *"Master Agreement"*), including any such obligations or liabilities under any Master Agreement.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Term Loans" has the meaning set forth in Section 2.12(a) hereof.

"Term Loan Maturity Date" means the date that is three (3) years after the making of the Term Loan(s) hereunder, or such earlier date as the Term Loans become due and payable by the terms hereof.

"Term Note" means the Term Judgment Obligation Credit Note of the District substantially in the form set forth in Exhibit D hereto, evidencing the obligation of the District to repay the Term Loan that refunded the Loans and interest thereon, in accordance with this Agreement.

"Term-Out Rate" means the rate of interest per annum with respect to any Term Loans (i) from and including the commencement date of the Term Loans up to and including the date which is one hundred eighty (180) days immediately succeeding such date, equal to the Base Rate from time to time in effect, and (ii) from and including the date which is one hundred eighty-one (181) days immediately succeeding the Facility Maturity Date and at all times thereafter, equal to the Base Rate from time to time in effect plus one percent (1.00%); *provided, however,* that

immediately and automatically upon the occurrence of any Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, the "Term-Out Rate" shall mean the Default Rate.

"Termination Date" means the Facility Maturity Date or, if earlier, the date on which the Commitment is terminated or permanently reduced to zero in accordance with the terms hereof.

"Third-Party Administrator Trustee" means U.S. Bank Trust Company, National Association, or such other administrator named by the District to serve as third-party administrator relating to payment directly to the Judgment Obligees.

"30th Day Following Facility Maturity Date" has the meaning set forth in Section 2.12(a)(i) hereof.

"Unutilized Commitment" means the difference between (i) the then current Commitment and (ii) the aggregate principal amount of Loans then outstanding.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Written" or *"in writing"* means any form of written communication or a communication by means of facsimile.

Section 1.02. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes concurred with by the District's independent public accountants) with the most recent audited financial statements of the District delivered to the Lender hereunder.

Section 1.03. Rates. The Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to Daily Simple SOFR or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.05(e), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Daily Simple SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Lender and its Affiliates or other related entities may engage in transactions that affect the calculation of a Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant

adjustments thereto and such transactions may be adverse to the District. The Lender may select information sources or services in its reasonable discretion to ascertain any Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the District or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

THE CREDIT

Section 2.01. Commitment to Lend.

(a) *Loans*. During the Non-Revolving Credit Period, the Lender agrees, on the terms and conditions set forth in this Agreement, to make loans to the District pursuant to this Section from time to time in amounts such that the aggregate principal amount of Loans by the Lender at any one time outstanding shall not exceed the amount of the Commitment. Within the foregoing limit, the District may borrow under this subsection (a), and to the extent permitted by Section 2.09 hereof, to prepay the Loans at any time during the Non-Revolving Credit Period under this subsection (a). The principal amount of each Loan shall permanently reduce the amount available under the Commitment. No amount of the Loan may be reborrowed once any portion of the Loan is repaid.

(b) *Extension of Non-Revolving Credit Period*. (i) No later than 120 days prior to the Facility Maturity Date, the District may request the Lender to extend the then current Facility Maturity Date. If the Lender, in its sole discretion, elects to extend the Facility Maturity Date then in effect, the Lender shall deliver to the District within 60 days of receiving a request, a written notice of extension (herein referred to as a *"Notice of Extension"*) designating the date to which the Facility Maturity Date is being extended. Such extension of the Facility Maturity Date shall be effective, after receipt of such Notice of Extension, on the Business Day following the date of delivery of such Notice of Extension, and thereafter all references in this Agreement to the Facility Maturity Date shall be deemed to be references to the date designated as such in the most recent Notice of Extension delivered to the District. Any date to which the Facility Maturity Date has been extended in accordance with this Section 2.01(b) may be extended in like manner. The Lender shall use commercially reasonable efforts to promptly notify the District of its determination on the District's request to extend the then current Facility Maturity Date. If the Lender fails to provide the District with a Notice of Extension as provided hereinabove, the Lender shall be deemed not to have consented to the District's request.

(ii) Notwithstanding the foregoing, it is understood and agreed that the foregoing provisions are intended for the convenience of the parties only and shall in no respect prohibit the parties from agreeing to extend the Non-Revolving Credit Period under other circumstances or at other times. In the event the Non-Revolving Credit Period is extended under any other circumstances, the Lender shall give prompt written notice thereof to the District.

(iii) If the Non-Revolving Credit Period is extended, whether pursuant to subsection (i) above or otherwise, the District shall be deemed to have made the representations and warranties contained herein on the date on which the Non-Revolving Credit Period is so extended.

Section 2.02. Method of Borrowing, Continuing or Converting Loans; Account to Which Proceeds of Loans to Be Credited. (a) (i) In the case of any Borrowing, the District shall give the Lender notice in the form of Exhibit A hereto, executed by a Designated Representative of the District (a *"Notice of Borrowing"*), by not later than 11:00 a.m. (Los Angeles time) on the second (2nd) Business Day before each Borrowing (or such shorter time as the Lender may agree to in writing), specifying:

(A) the date of such Borrowing, which shall be a Business Day;

(B) the aggregate amount of such Borrowing (which shall not exceed the Unutilized Commitment, and shall be in the minimum amount of $500,000);

(C) the case number(s) and amount of the Judgment(s) to be refunded;

(D) wiring information for the Third-Party Administrator Trustee and, if applicable, the COI Administrator.

(ii) In the case of any Notice of Borrowing, that simultaneously with the delivery of the Notice of Borrowing, the following items must be delivered to Note Counsel:

(A) the copy of the Judgment(s) to be refunded; and

(B) a copy of irrevocable instruction to the Third-Party Administrator Trustee executed by a Designated District Representative of the District to pay the Judgment Obligee(s) from Loan proceeds.

(b) Subject to the provisions of subsection (a) of this Section 2.02 and the satisfaction of the terms and conditions set forth in Section 3.02 hereof, by not later than **[9:00 a.m. (Los Angeles time)[1]]** on the date of each Borrowing, the Lender shall wire transfer, in federal or other immediately available funds, the proceeds of such Borrowing to the account or accounts set forth in the Notice of Borrowing.

(c) Each Loan shall be in the principal amount requested by the District pursuant to each Notice of Borrowing in the form of Exhibit A hereto.

(d) The District may not request more than one (1) Loan per Business Day.

[1] Bank to confirm the earliest time that it is able to fund.

Section 2.03. The Notes. (a)(i) The Loans shall be evidenced by a single corresponding Non-Revolving Credit Lender Note of the District substantially in the form set forth in Exhibit C hereto payable to the Lender in an amount equal to the Commitment (the *"Note (SOFR)"*).

(ii) The Term Loan that refunded the Loans, shall be evidenced by a single corresponding Judgment Obligation Term Note of the District substantially in the form set forth in Exhibit D hereto payable to the Lender in an amount equal to the Commitment (the *"Term Note"*).

(b) Each reference in this Agreement to the "Notes" shall be deemed to refer to and include any or all of such Notes as the context may require.

(c) The Lender shall record the date, amount and maturity of each Loan made by it and the date and amount of each payment of principal made by or on behalf of the District with respect thereto, and prior to any transfer of a Note shall endorse on the schedule forming a part thereof appropriate notations to evidence the foregoing information with respect to each Loan then outstanding evidenced by such Note; *provided* that the failure of the Lender to make any such recordation or endorsement, or any error therein, or failure to submit any such notations to the District shall not affect the obligations of the District hereunder or under such Note. The Lender is hereby irrevocably authorized by the District so to endorse each Note and to attach to and make a part of each such Note a continuation of any such schedule as and when required.

(d) The District's obligations to repay each Loan and to pay interest thereon as provided herein shall be evidenced and secured by the related Note, and the District shall pay amounts under the related Note on each date on which the District is required to make a principal payment on the related Loan or Term Loan, as applicable, in an amount equal to the Loan or Term Loan, as applicable, payment due on such date. The payment of the principal of and interest on a Note shall constitute payment of the principal of and interest on the related Loans or Term Loan, as applicable, and the payment of the principal of and interest on the Loans or Term Loan, as applicable, shall constitute the payment of principal and interest on the related Note and the failure to make any payment on any Loan or Term Loan, as applicable, when due shall be a failure to make a payment on the related Note and the failure to make any payment on the related Note when due shall be a failure to make a payment on the related Loan or Term Loan, as applicable.

Section 2.04. Maturity of Loans and Term Loans. (a) Each Loan included in any Borrowing shall mature, and the principal amount thereof (together with all accrued and unpaid interest therein) shall be due and payable in full by the District on the Facility Maturity Date or such earlier date on which all Loans or the related Loans become due and payable in accordance with the terms hereof.

(b) If the District satisfies the conditions set forth in Section 2.12 hereof, the Term Loans shall mature, and the principal amount thereof (together with all accrued and unpaid interest thereon) shall be amortize in accordance with Section 2.12 hereof and be due and payable by the District, on the Term Loan Maturity Date. For the avoidance of doubt, if the District fails to satisfy the conditions set forth in Section 2.12 hereof, respectively and as applicable, on the Facility Maturity Date or thirty (30) days after the Facility Maturity Date, then all Loans and any accrued interest thereon shall be due and payable, respectively, on the Facility Maturity Date or on the

thirtieth (30th) day after the Facility Maturity Date, as applicable, as provided for in Section 2.04(a) hereof.

Section 2.05. Interest Rates. (a) Subject to subsections (d) and (e) below, and Section 6.02 hereof, each Loan (other than a Term Loan) shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is advanced until it becomes due or is prepaid, at a rate per annum equal to (i) Daily Simple SOFR plus (ii) the Applicable Spread. Such interest shall be payable by the District on each Interest Payment Date and any prepayment date.

(b) For the Lender's internal administrative purposes only, the Lender may consolidate the unpaid aggregate principal balance of all Loans on its systems and in its records so that, as a matter of administration, the same interest rate is applied to all outstanding Loans.

(c) The Lender shall determine Daily Simple SOFR for each Loan on each SOFR Determination Day while such Loan remains unpaid. Notwithstanding the foregoing, with respect to a Loan that is advanced pursuant to a new Borrowing, the rate for such Loan shall be the same rate as for all outstanding Loans bearing interest with respect to Daily Simple SOFR. Upon the request of the District, the Lender shall promptly, but in any event within three (3) Business Days, notify the District of the interest rates for the Loans for such dates and periods as requested by the District. Each determination by the Lender of an interest rate shall be conclusive and binding for all purposes, absent manifest error. The interest rate on the Loans shall be rounded to the fifth decimal place.

(d) (i) Notwithstanding any provision herein to the contrary, if the amount of interest payable for any period in accordance with terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate for such period.

(ii) Any interest that would have been due and payable for any period but for the operation of Section 2.05(d)(i) hereof shall accrue and be payable as provided in this paragraph (ii) and shall, less interest actually paid to the Lender for such period, constitute the *"Excess Interest Amount."* If there is any accrued and unpaid Excess Interest Amount as of any date then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate, until the earlier of repayment of such principal or payment to the Lender of the entire Excess Interest Amount.

If there is any accrued and unpaid Excess Interest Amount as of any Interest Payment Date, then, on the current and each subsequent Interest Payment Date, interest shall be paid at the Maximum Interest Rate rather than the otherwise applicable rate until the earlier of (A) payment to the Lender of the entire accrued Excess Interest Amount or (B) the Termination Date. Notwithstanding the foregoing, all unpaid Excess Interest Amount shall be, to the extent permitted by law, due and payable by the District as a fee on the Termination Date or such earlier date on which the Loans become due and payable in accordance with the terms hereof (or if such Excess Interest Amount relates to Term Loans, on the Term Loan Maturity Date or such earlier date on

which all Loans or the related Term Loans become due and payable in accordance with the terms hereof).

(iii) Notwithstanding the foregoing, on the date on which no principal amount hereunder remains unpaid, to the extent permitted by law, the District shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

(e) (A) *Inability to Determine Interest Rates; Illegality.* Subject to Section 2.05(e)(B) hereof, if the Lender determines (any determination of which shall be conclusive and binding on the District) that either (i) Daily Simple SOFR cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an *"Inability Determination"*) or (ii) any law has made it unlawful, or that any governmental authority has asserted that it is unlawful, for the Lender to make or maintain an advance based on SOFR or Daily Simple SOFR, or to determine or charge interest rates based upon SOFR or Daily Simple SOFR (an *"Illegality Determination"*), then the Lender will so notify the District. The outstanding principal balance of the Loans shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at a fluctuating rate per annum determined by the Lender to be equal to the Prime Rate in effect from time to time, from the date of an Inability Determination or an Illegality Determination until the Lender revokes such Inability Determination or notifies the District that the circumstances giving rise to such Illegality Determination no longer exist, as applicable. When interest is determined in relation to the Prime Rate, each change in the rate of interest hereunder shall become effective on the date each Prime Rate change is announced within the Lender. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with applicable Benchmark Replacement Provisions, that Benchmark Replacement, plus any applicable margin, will become effective on the Benchmark Replacement Date and will then supersede the Prime Rate and margin determined in accordance with this Section 2.05(e)(A).

(B) *Benchmark Replacement Provisions.* Notwithstanding anything to the contrary contained in this Agreement or in any Related Document (for the purposes of this Section 2.05(e)(B), a Swap Contract by and between the District and the Lender or any of its affiliates is not a Related Document):

(1) *Benchmark Replacement.* If a Benchmark Transition Event occurs, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes under this Agreement or under any Related Document. Any Benchmark Replacement will become effective on the applicable Benchmark Replacement Date without any further action or consent of the District.

(2) *Benchmark Replacement Conforming Changes.* The Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the District.

(3) *Notices; Standards for Decisions and Determinations.* The Lender will promptly notify the District of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any

determination, decision or election that may be made by the Lender pursuant to this Section 2.05(e)(B), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and will be made in its sole discretion and without District consent.

(f) *Reserved*.

(g) Subject to subsection (d) above and Section 6.02 hereof, the Term Loans shall bear interest on the outstanding principal amount thereof, from the commencement date of such Term Loan until it becomes due, at a rate per annum equal to the Term-Out Rate. Such interest shall be payable on each Interest Payment Date and on the Term Loan Maturity Date (or such earlier date on which all Loans or the related Loans become due and payable in accordance with the terms hereof).

Section 2.06. Fees. (a) The District agrees to perform the obligations provided for in the Fee Agreement, including, without limitation, the payment of all fees provided for therein. The terms and provisions of the Fee Agreement are incorporated herein by reference. Any reference herein or in any other document to fees and/or other amounts or obligations payable hereunder shall include, without limitation, all fees and other amounts or obligations payable pursuant to the Fee Agreement.

(b) If the District shall fail to pay any amount payable under the Fee Agreement as and when due and payable, each such unpaid amount shall bear interest for each day from and including the date it was payable pursuant to subsection (c) below until paid in full at the applicable Default Rate.

(c) The District shall pay within thirty (30) days after written demand via electronic invoice provided by the Lender to the District:

(i) the reasonable out-of-pocket expenses of the Lender, including reasonable fees and disbursements of counsel, as described in Section 8.03 herein; and

(ii) any reasonable amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Documents, together with interest at the Default Rate.

(d) Any principal of, and to the extent permitted by applicable law, any interest on, the Loans and any other sum payable hereunder, which is not paid within the cure period due shall bear interest, from the date due and payable until paid, payable on demand therefor, at a rate per annum equal to the Default Rate.

Section 2.07. Optional Termination or Reduction of Commitment. During the Non-Revolving Credit Period, the District may, upon at least three (3) Business Days' prior written notice to the Lender, (i) terminate the Commitment at any time, if no Loans are outstanding at such time, or (ii) reduce the Commitment from time to time by an aggregate amount of $1,000,000 or

any integral multiple of $100,000 in excess thereof, which amount shall be not greater than the amount of the Commitment; *provided,* that the Commitment may not be reduced to an amount less than the aggregate principal amount of Loans that are outstanding at such time.

Section 2.08. Mandatory Termination or Reduction of Commitment. (a) The Commitment shall terminate on the Termination Date, and any Loans then outstanding (together with accrued interest thereon and all other amounts payable hereunder) shall (i) be due and payable by the District in full on such date, or (ii) if all of the conditions of Section 2.12 herein are satisfied on such date, convert to a Term Loan.

(b) If at any time an Event of Default shall have occurred and be continuing, the Lender may deliver a written notice to that effect to the District, and the Commitment shall immediately terminate.

Section 2.09. Optional Prepayments; Funding Indemnity. The District may, upon at least one Business Day's notice to the Lender, prepay any Loan in whole at any time, or from time to time in part in amounts aggregating $1,000,000 or any amount in excess thereof, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment; *provided, however*, in the event the Lender shall incur any reasonable loss, cost, or expense as a result of any prepayment of any Loan (or prepayment or repayment for any other reason, including by maturity or acceleration), on a date other than the related Interest Payment Date, for any reason (other than a default by the Lender), whether before or after default, and whether or not such payment is required by any provision of this Agreement, then upon the demand of the Lender, the District shall pay to the Lender such amount as will reimburse the Lender for such reasonable loss, cost, or expense. If the Lender requests such an amount it shall provide to the District a certificate setting forth the computation of the reasonable loss, cost, or expense giving rise to the request for such an amount in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 2.10. General Provisions as to Payments. Subject to Section 4.09 hereof, the District shall make each payment of principal of, and interest on, the Loans and Term Loans and of fees hereunder, not later than 3:00 p.m. (Los Angeles time) on the date when due, in federal or other funds immediately available in Los Angeles, to the Lender by wire transfer in accordance with wire transfer instructions referred to in Section 8.01 hereof. Whenever any payment of principal of, or interest on, the Loans or Term Loans or of fees shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

Section 2.11. Computation of Interest and Fees. Interest and fees shall be calculated on the basis of a 360-day year based upon the actual number of days elapsed.

Section 2.12. The Term Loans.

(a) *Generally*. (i) (A) On the Facility Maturity Date, so long as (1) no Default or Event of Default described in Section 6.01 hereof shall have occurred and be continuing, or would result

therefrom, and (2) the representations and warranties of the District set forth in Article IV hereof are true and correct in all material respects as if made on the Facility Maturity Date, the Loans, if any, maturing on the Facility Maturity Date shall be due and payable on the date that is thirty (30) days following the Facility Maturity Date (the *"30th Day Following Facility Maturity Date"*) and shall accrue interest during such thirty (30) day period at the Term-Out Rate.

(B) Upon the District's written request for Term Loans in form of Exhibit E attached hereto delivered to the Lender on a date no later than the 30th Day Following Facility Maturity Date and *provided* that (1) no Default or Event of Default described in Section 6.01 hereof shall have occurred and then be continuing, or would result therefrom, and (2) the representations and warranties of the District set forth in Article IV hereof are true and correct in all material respects as if made as of such date, the Loans, if any, maturing on the Facility Maturity Date shall be automatically converted to term loans (each a *"Term Loan"* and collectively the *"Term Loans"*), the proceeds of which shall be deemed to have refunded the Loans and the District's obligations under the related Notes.

(ii) The Term Loans shall be evidenced by the Term Note, and the Lender's receipt of such Note shall be a condition precedent to making the Term Loan(s). The Term Loans may be repaid in whole or in part on any Business Day upon prior written notice from the District to the Lender.

(b) *Repayment*. If the conditions precedent set forth in Section 2.12(a)(i)(B) hereof are satisfied, the principal amount of the Term Loans shall be payable by the District in six (6) equal (as nearly as possible) semi-annual installments, commencing on the date which is six-months following the Facility Maturity Date, and on the corresponding date in every six month occurring thereafter which occurs prior to the Term Loan Maturity Date and on the Term Loan Maturity Date (such period, the *"Amortization Period"*) and interest on such Term Loans shall accrue at the Term-Out Rate, be payable on each Interest Payment Date, and be calculated on the basis of a 360-day year and actual days elapsed; *provided, however,* that, notwithstanding anything contained herein to the contrary, the entire principal amount of the Term Loans, plus accrued and unpaid interest thereon, shall be due and payable in full on the Term Loan Maturity Date (or such earlier date on which all Loans or the related Loans become due and payable in accordance with the terms hereof). For the avoidance of doubt, if the conditions set forth in this Section 2.12 are not satisfied on the Facility Maturity Date, the Loans and any accrued interest thereon shall be paid in full on the Facility Maturity Date.

(c) *Prepayment*. The District may, upon at least one Business Day's notice to the Lender, prepay any Term Loan in whole at any time, or from time to time in part, without penalty.

ARTICLE III

CONDITIONS

Section 3.01(A). Effectiveness. This Agreement shall become effective on the date on which each of the following conditions shall have been satisfied:

(a) receipt by the Lender of a counterpart hereof signed by the District;

(b) receipt by the Lender of duly executed Notes dated on or before the Closing Date complying with the provisions of Section 2.03 hereof;

(c) receipt by the Lender of (i) an opinion of General Counsel to the District, addressed to the Lender and in a form acceptable to the Lender and covering such matters relating to the transactions contemplated hereby or by the Related Documents as the Lender may reasonably request (including the validity and enforceability of the Resolution), and (ii) an opinion of Note Counsel with a reliance letter addressed to the Lender and in a form acceptable to the Lender and covering such matters relating to the transactions contemplated hereby or by the Related Documents as the Lender may reasonably request (including, without limitation, as to the validity of the Agreement, the Notes and the Fee Agreement);

(d) receipt by the Lender of a certified copy of the instrument which composes the Resolution (as in effect on the Closing Date) and a certificate of the Executive Officer-Clerk of the Board, dated the Closing Date, certifying that said instrument which composes the Resolution is in full force and effect on the Closing Date and that there has been no other amendment or supplement of, or modification to, any provision of said instrument, except as set forth therein;

(e) receipt by the Lender of a certificate of a duly authorized officer of the District, certifying that (i) all conditions precedent set forth in the Resolution with respect to the execution by the District of this Agreement and each other Related Document to which it is a party have been satisfied, (ii) except as disclosed to the Lender before the date hereof, there has been no material adverse change in the financial condition of the District since June 30, 2025, (iii) that there has been no event or circumstance since June 30, 2025, that has, either individually or in the aggregate, caused a Material Adverse Effect, (iv) that the representations and warranties of the District contained in Article IV hereof and the other Related Documents are true and correct in all material respects on the Closing Date, except to the extent such representations and warranties specifically relate to an earlier date (in which case such representations were true and correct in all material respects as of such earlier date), (v) no event has occurred and is continuing, or would result from entry by the District into this Agreement, which would constitute a Default or Event of Default, (vi) no petition by or against the District has been filed under the United States Bankruptcy Code or under any similar law, (vii) the AAFR for the Fiscal Year ended June 30, 2025 prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and (viii) other than litigation disclosed to the Lender in writing

before the date hereof related to Assem. Bill No. 218 (2019-2020 Reg. Sess.) and other similar claims for tort liability, there are no actions, suits or proceedings pending or threatened against the District (excluding those in relation to the Judgments) in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect.

(f) receipt by the Lender of a certificate of a duly authorized officer of the District, certifying as to the incumbency and signature of each of the officers of the District authorized to sign this Agreement and the Related Documents to which the District is a party;

(g) receipt by the Lender of all opinions, certificates and other documents it may reasonably request relating to the existence of the District, the authority for and the validity of this Agreement and the Notes then being delivered, and any other matters relevant hereto or thereto, all in form and substance satisfactory to the Lender;

(h) receipt by the Lender of: (A) written confirmation that the District's credit ratings on its long-term unenhanced Parity Debt (without taking into account any third party credit enhancement) have a long-term rating of at least "Aa3" by Moody's and "AA-" by Fitch; and (B) the AAFR for the Fiscal Year ended June 30, 2025; and

(i) any additional documentation that the Lender may request subject to reasonable non-disclosure of non-public information including under an asserted work-product privilege, attorney-client privilege, governmental privilege, or deliberative process privilege.

Section 3.01(B). Condition Subsequent to Closing. Within thirty (30) days of the Closing Date, the District shall pay the reasonable fees and expenses of counsel to the Lender.

Section 3.02. Borrowings During the Non-Revolving Credit Period. The obligation of the Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) receipt by the Lender of a Notice of Borrowing as required by Section 2.02 hereof;

(b) immediately after such Borrowing, the aggregate outstanding principal amount of the Loans will not exceed the amount of the Commitment;

(c) immediately before and as a result of giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing; and

(d) the representations and warranties of the District (except to the extent the same expressly relate to an earlier date, then such representation or warranty shall be true and correct, in all material respects, as of such earlier date and except that the representations contained in Section 4.08 of this Agreement shall be deemed to refer to the

most recent AAFR delivered to the Lender pursuant to Section 5.07 of this Agreement) contained in this Agreement shall be true in all material respects on and as of the date of such Borrowing.

Each Borrowing hereunder shall be deemed to be a representation and warranty by the District on the date of such Borrowing as to the facts specified in clauses (b), (c) and (d) of this Section.

Section 3.03. No Rating; DTC; Offering Document; No CUSIP. The Notes shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent or (v) assigned a CUSIP number.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The District makes the following representations and warranties to each Noteholder:

Section 4.01. Legal Existence. The District is a political subdivision duly created and validly existing under the Constitution and the laws of the State, and has full legal right, power and authority, and at the Closing Date will have full legal right, power and authority (i) to enter into this Agreement, to execute the Related Documents and the Indenture, to issue the Notes, to borrow the Loans and the Term Loans, to issue the Bonds to refund the Notes, and to adopt the Resolution, (ii) to deliver the Notes as provided herein, (iii) to sell, issue and deliver the Bonds as provided in the Resolution and the Indenture, (iv) to carry out and consummate the transactions contemplated by this Agreement, the Resolution, the Fee Agreement, the Notes, the Loans, the Term Loans and the Bonds, (v) to pay all amounts due and owing with respect to the Notes, the Loans, the Term Loans and the Bonds including, but not limited to, interest on the Notes, the Loans and the Term Loans at the applicable interest rates set forth in this Agreement as provided in this Agreement, and to pay all fees and other amounts payable hereunder and under the other Related Documents and (vi) the District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the Act and the Resolution as they pertain to such transactions.

Section 4.02. Compliance with Law and Contracts. (a) The issuance of the Notes and the execution, delivery and performance by the District of this Agreement and the other Related Documents and the Indenture to which the District is a party in accordance with their respective terms and conditions have been duly authorized by all necessary action on the part of the District, and to the best knowledge of the District, did not, do not and will not, (i) violate any provision of any court order by which the District is bound, (ii) conflict with, violate or contravene any provision of existing law or regulation, of any order or decree of any court, tribunal, Governmental Authority, bureau or agency binding on the District, or (iii) conflict with, violate or cause a default, or with the passage of time or the giving of notice or both would cause a default, under any provision of any bond, note or other evidence of indebtedness or mortgage, indenture, contract or

other agreement to which the District is a party or that is binding upon it or any of its properties or assets.

(b) No consent of any Person and no license, approval or authorization of or notice to or registration, filing or declaration with, any Governmental Authority, bureau or agency is required in connection with the execution, delivery or performance by the District, or validity or enforceability against the District of this Agreement or any of the other Related Documents and the Indenture, or for the District to execute and deliver the Notes or incur the Obligations in accordance with this Agreement or any of the other Related Documents or, if required, the same has been obtained and is in full force and effect.

(c) All authorizations, approvals, licenses, permits, consents and orders of any State Governmental Authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the District of its obligations under, this Agreement, the Indenture, the Resolution, the Fee Agreement, the Notes, the Loans, the Term Loans and the Bonds have been duly obtained, except for such approvals, consents and orders as are yet to be obtained or as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

Section 4.03. Authorization and Validity. By all necessary official action of the District prior to or concurrently with the Closing Date, the District has duly adopted the Resolution, has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds, and the consummation by it of all other transactions contemplated by the Resolution, this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds; the Resolution, this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds, assuming due authorization, execution and delivery by the other parties thereto, constitute, or will constitute at the Closing Date or the delivery date of the initial series of Bonds, as appropriate, legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights and the application of general principles of equity if equitable remedies are sought.

Section 4.04. Litigation. Except as otherwise disclosed to the Lender in writing prior to the Closing Date and excluding actions, suits, proceedings or investigations related to Assem. Bill No. 218 (2019 2020 Reg. Sess.) and other similar claims for tort liability, to the best knowledge of the District, after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed, or threatened against the District, affecting the existence of the District or the titles of any officers executing this Agreement or any other Related Document to which the District is a party, or affecting or seeking to prohibit, restrain or enjoin execution and delivery of this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds, and the consummation by it of all other transactions contemplated by the Resolution, this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term

Loans and the Bonds or the appropriation of general funds of the District as obligations of the District imposed by law pursuant to the Resolution, or in any way contesting or affecting the validity or enforceability of this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds, or contesting the powers of the District or any authority for the issuance of the Notes, the adoption of the Resolution or the execution and delivery of this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds, nor is there to the best knowledge of the District any known basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of this Agreement, the Indenture, the Related Documents, the Notes, the Loans, the Term Loans and the Bonds or materially impair the District's ability to satisfy its obligations under this Agreement or any other Related Document to which the District is a party.

Section 4.05. Related Documents. The representations and warranties of the District in all of the Related Documents are true and correct in all material respects as of the date made, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

Section 4.06. Accuracy and Completeness of Information. All certificates, reports, financial statements, documents and other written information furnished to the Lender by the District on or prior to the Closing Date in connection with the transactions contemplated hereby were, at the time the same were so furnished, taken as a whole, complete and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which the same were made.

Section 4.07. Legislation. To the best knowledge of the District, no legislation has been enacted or has passed either house of the legislature of the State, and there exists no judicial decision interpreting any such legislation, which materially adversely affects or which prohibited or prohibits, as applicable, (i) the issuance or delivery of the Notes, (ii) the adoption of the Resolution, (iii) the execution and delivery of this Agreement or any of the other Related Documents to which the District is a party, (iv) the creation, organization or existence of the District or the titles to office of any officers executing this Agreement or any other Related Document to which the District is a party, or (v) the power of the District to carry out its obligations under this Agreement or any of such other Related Documents and the Indenture.

Section 4.08. Accuracy of Financial Reports. The most recent financial reports of the District as of June 30, 2025, copies of which have been furnished to the Lender, fairly present in all material respects the financial position and results of operations of the District, as of the dates and for the periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied except as previously disclosed to the Lender in writing. Since June 30, 2025, unless disclosed in the budget projections which have been provided to the Lender prior to the Closing Date, there has been no material adverse change in the financial condition or operations of the District that could reasonably be expected to result in a Material Adverse Effect.

Section 4.09. Source of Payment of Obligations. (a) All obligations in respect of principal of and interest on the Notes, the Loans and the Term Loans (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the Loans and the Term Loans, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) constitute obligations of the District payable from the general fund to be appropriated by the District as obligations of the District imposed by law. The District hereby acknowledges and agrees that the District is obligated to appropriate funds to pay such obligations.

(b) The obligations of the District under the Notes, the Loans and the Term Loans (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the Loans and the Term Loans, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Notes, the Loans and the Term Loans (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the Loans and the Term Loans, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) do 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, and none of the Notes, the Loans and the Term Loans (including, without limitation, the obligation to pay all amounts due and owing with respect to the Notes, the Loans and the Term Loans, and to pay all interest thereon at the applicable interest rate set forth in this Agreement and the Notes) constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

Section 4.10. No Default or Event of Default. No Default or Event of Default has occurred and is continuing, and, to the best knowledge of the District after due inquiry, the District is not in material breach of or default under any loan agreement, indenture, bond or note, or other instrument evidencing any indebtedness or other material financial obligation of the District to which the District is a party, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; and the execution and delivery of this Agreement, the Bonds, the Indenture, the Related Documents, the Notes, the Loans and the Term Loans and the adoption of the Resolution and compliance with the provisions on the District's part contained therein, will not in any material respect conflict with or constitute a breach or default under any State constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the District is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by this Agreement, the Bonds, the Indenture, the Related Documents, the Notes, the Loans and the Term Loans and the adoption of the Resolution and compliance with the provisions on the District's part contained therein.

Section 4.11. Validation. The Superior Court of the County of Los Angeles has entered its validation judgment in connection with the validity of this Agreement, the Indenture, the Notes, the Loans, the Term Loans, related Obligations, the Bonds, and related matters.

Section 4.12. Anti-Corruption Laws; Anti-Money Laundering Laws and Sanctions . (a) None of (i) the District or, to the knowledge of the District, any of their respective directors, officers, employees or Affiliates, or (ii) to the knowledge of the District, any agent or representative of the District or any Subsidiary that will act in any capacity in connection with or benefit from the Loans or the Term Loans (A) is a Sanctioned Person or currently the subject or target of any Sanctions, (B) has its assets located in a Sanctioned Country, (C) is under administrative, civil or criminal investigation for an alleged violation of, or received notice from or made a voluntary disclosure to any governmental entity regarding a possible violation of, Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions by a governmental authority that enforces Sanctions or any Anti-Corruption Laws or Anti-Money Laundering Laws, or (D) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons.

(b) Each of the District and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the District and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

(c) Each of the District and its Subsidiaries, and to the knowledge of the District, director, officer, employee, agent and Affiliate of the District and each such Subsidiary, is in compliance with all Anti-Corruption Laws, Anti-Money Laundering Laws in all material respects and applicable Sanctions.

(d) No proceeds of any Loan or Term Loan have been used, directly or indirectly, by the District, any of its Subsidiaries or any of its or their respective directors, officers, employees and agents in violation of Section 5.20(c) hereof.

Section 4.13. No Sovereign Immunity. The District does not enjoy any rights of immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

Section 4.14. Regulations U and X. The District is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Loans will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

Section 4.15. Usury. The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

Section 4.16. ERISA. The District does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

Section 4.17. Environmental Matters. The operations of the District are in material compliance with all of the requirements of applicable federal, state and local environmental, health

and safety statutes and regulations and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect.

Section 4.18. Insurance. The District currently maintains a system of self-insurance or insurance coverage with insurance companies, captive insurers or associations believed by the District to be capable of performing their obligations under the respective insurance policies issued by such insurance companies, captive insurers or associations to the District (as determined in its reasonable discretion) and in full compliance with Section 5.15 hereof.

ARTICLE V

COVENANTS

The District covenants and agrees, so long as the Lender has any Commitment hereunder and until the full and final payment and satisfaction of all of the Notes and the Obligations hereunder, except in any instance in which the Lender specially agrees in writing to any non-performance or noncompliance, that:

Section 5.01. Punctual Payment and Performance. The District shall punctually pay the interest on and principal of the Notes and Obligations hereunder in conformity with the terms hereof and of the Notes and the Obligations hereunder, and shall faithfully observe and perform all the agreements and covenants required to be observed or performed by the District contained herein and in the Notes and the Obligations hereunder.

Section 5.02. Power to Issue the Notes and the Bonds. The District is duly authorized to execute and deliver the Notes, to issue the Bonds and to enter into this Agreement and the Indenture. The Notes, the Loans, the Term Loans, related Obligations and the Bonds and the provisions of this Agreement and the Indenture are and will be the legal, valid and binding obligations of the District in accordance with their terms. The Notes, the Loans, the Term Loans, related Obligations and the Bonds constitute obligations imposed by law.

Section 5.03. Prosecution and Defense of Suits. The District shall defend against every suit, action or proceeding at any time brought against the District upon any claim to the extent involving the failure of the District to fulfill its obligations hereunder and under the Indenture; *provided, however,* that the Lender, or any Owner of the Bonds at its election may appear in and defend any such suit, action or proceeding.

Section 5.04. District Budgets. The District shall in each Fiscal Year include in its budget, by amendment if necessary, a provision to provide funds in an amount sufficient to pay the principal of and interest on the Notes, the Loans, the Term Loans, the related Obligations and the Bonds coming due in such Fiscal Year and to make the necessary annual appropriations for all such amounts. The covenant on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall 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 such covenants and agreements. Such covenant and agreement on the part of the District shall continue until all payments of principal of and interest on the Notes, the Loans, the Term Loans, the related Obligations and the Bonds shall have been paid in full at maturity, or shall have otherwise been refunded, redeemed, defeased, or discharged in full.

Section 5.05. Reserved.

Section 5.06. Accuracy of Information. All certificates, reports, financial statements, documents and other written information furnished by the District to the Lender, pursuant to this Agreement, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement, shall, at the time the same shall be so furnished taken as a whole, (i) be complete and correct in all material respects, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which the same were made, and the furnishing of the same to the Lender shall constitute a representation and warranty by the District to that effect.

Section 5.07. Financial and Other Reports. As soon as publicly available and in any event within 270 days after the end of each Fiscal Year, the District shall furnish the complete AAFR of the District, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants; *provided* that the requirement to provide any such copy to the Lender shall be satisfied if such copy is publicly available on EMMA.

Section 5.08. Compliance Certificate and Additional Information. (a) Within 270 days after the end of each Fiscal Year, the District shall furnish a Compliance Certificate of a Designated Representative in the form attached hereto as Exhibit B stating whether, to such representative's knowledge, there exists on the date of such certificate any Default and, if any Default is then known to exist, setting forth the details thereof and the action which the District is taking or proposes to take with respect thereto;

(b) As soon as available, and in any event within 60 days after the end of each Fiscal Year, the District shall furnish to the Lender the final, adopted budget of the District for the following Fiscal Year;

(c) (A) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within ten (10) Business Days thereafter, the District shall furnish to the Lender a certificate signed by a Designated Representative specifying in reasonable detail the nature and period of existence thereof and what action the District has taken or proposes to take with respect thereto; and (B) promptly following a written request of the Lender, a certificate of a Designated Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement;

(d) As promptly as practicable, written notice to the Lender of all actions, suits or proceedings pending or threatened against the District (other than litigation related to Assem. Bill No. 218 (2019-2020 Reg. Sess.) and other similar claims for tort liability) in court or before any arbitrator of any kind or before any governmental authority which could reasonably be expected to result in a Material Adverse Effect; and

(e) From time to time such additional information regarding the financial condition of the District as the Lender may reasonably request, subject to non-disclosure of non-public information including under an asserted work-product privilege, attorney-client privilege, governmental privilege, or deliberative process privilege.

Section 5.09. Events of Default. Promptly upon obtaining knowledge thereof, the District will notify the Lender of the occurrence of any Event of Default, specifying the details of such Event of Default and the action that the District proposes to take with respect thereto.

Section 5.10. Books, Records. (a) The District will keep proper books of record and account in which full, true and correct entries in accordance with generally accepted accounting principles. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with generally accepted accounting principles applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the District shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 4.08 hereof.

(b) At the Lender's expense (unless and until a Default or Event of Default has occurred at which time such expenses shall be borne by the District), the District will permit, during normal business hours and from time to time, upon reasonable prior notice, the Lender or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the District (except records and books of accounts the examination of which by the Lender is prohibited by law or contractual obligation), and to discuss the affairs, finances and accounts of the District with any appropriate representative of the District or the District's independent public accountants; *provided* that unless an Event of Default has occurred and is continuing, no more than two such examinations may be made by the Lender per fiscal year of the District.

Section 5.11. Other Obligations. The District will comply with and observe all obligations and requirements set forth in the Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Lender), and all statutes and regulations binding upon it in which noncompliance or nonobservance could reasonably be expected to have a Material Adverse Effect.

Section 5.12. Responsibilities under Related Documents. The District shall take all actions as may be reasonably requested by the Lender to enforce the obligations under the Related Documents of each of the other parties thereto.

Section 5.13. Book Entry Eligibility. The District covenants that at all times from and including the Closing Date until and including the payment in full of the Loans, the Term Loans and the Notes (so long as this Agreement is effective and/or the Lender or any of its Affiliates own all or any portion of the Notes), the District shall not cause the Notes to be registered with DTC's book-entry delivery services without the Lender's prior written consent.

Section 5.14. Further Assurances. The District shall, upon the request of the Lender, from time to time, execute and deliver and, if necessary, file, register and record such further amendments, confirmation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Agreement and the other Related Documents.

Section 5.15. Maintenance of Insurance. The District shall maintain insurance with responsible and reputable insurance companies, captive insurers or associations in such amounts (including, in the case of captive insurers, reserves on deposit with such captive insurer) and covering such risks as is required by law or is deemed by the District to be prudent.

Section 5.16. Bond Ratings. (a) The District shall at all times maintain a rating on its long-term unenhanced Parity Debt from at least two Rating Agencies.

(b) For avoidance of doubt, the District shall not maintain any ratings associated with this Agreement.

Section 5.17. Amendments to Related Documents. Without the prior written consent of the Lender, the District will not agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document to which the District is a party that affects the rights, interests, security or remedies of the Lender hereunder; *provided* that the District may (i) amend the Indenture to provide for the issuance of one or more series of additional bonds, subject to and in accordance with the provisions of Section 2.10, Section 2.11 and Section 8.01(b)(iv) thereof so long as such amendment does not otherwise amend or modify the Indenture and (ii) otherwise amend or supplement the Indenture in accordance with its terms so long as such amendment or supplement could not reasonably be expected to materially affect the rights, interests, security or remedies of the Lender or the District's Obligations hereunder and under the other Related Documents.

Section 5.18. Fiscal Year. The District shall not adopt any change in its Fiscal Year without giving prior written notice of such change to the Lender.

Section 5.19. Compliance with Anti-Corruption Laws; Beneficial Ownership Regulation, Anti-Money Laundering Laws and Sanctions . The District shall maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the District, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption

Laws, Anti-Money Laundering Laws and applicable Sanctions, (b) notify the Lender of any change in the information provided in any Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein (or, if applicable, the District ceasing to fall within an express exclusion to the definition of "legal entity customer" under the Beneficial Ownership Regulation) and (c) promptly upon the reasonable request of the Lender, provide Lender any information or documentation requested by it for purposes of complying with the Beneficial Ownership Regulation.

Section 5.20. Use of Proceeds. (a) The District shall use the proceeds of the Loans solely as set forth herein and under the Resolution.

(b) The District shall not use any portion of the proceeds of the Loans for the purpose of carrying or purchasing any Margin Stock and shall not incur any Debt (excluding the Judgments and Debt created for the purpose of refunding Judgments) which is to be reduced, retired or purchased by the District out of such proceeds.

(c) The District shall not request any Loan or Term Loan, and the District shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan or Term Loan, directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 5.21. Compliance with Laws. The District will comply with all laws, statutes and regulations binding upon it, including Sanctions, Anti-Money Laundering Laws, and Anti-Corruption Laws, and preserve and maintain all licenses, permits, governmental approvals, rights, privileges and franchises necessary for the conduct of its business, noncompliance with which, or the failure to preserve and maintain, as applicable, would materially adversely affect the District's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents, such compliance to include, without limitation, paying all Taxes, assessments and governmental charges imposed upon it or its Property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the District are adequate.

Section 5.22. References to the Lender. Except as may be required by law (including federal and state securities laws), the District will not include any information concerning the Lender (other than identifying the Lender as a party to its contracts with the District) that is not supplied in writing, or otherwise consented to, by the Lender expressly for inclusion therein, in any written or published materials (other than the District's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Lender; *provided* that, without the prior written consent of the Lender, the District may identify the Lender as a party to this Agreement, the Commitment, and the Facility Maturity Date, in other disclosure documents of the District, so long as no other information relating to the Agreement,

the Fee Agreement or the Lender is disclosed in such offering documents without the prior written consent of the Lender.

Section 5.23. Existence, Etc. The District agrees that it (a) will maintain its existence as a political subdivision under its charter and the laws of the State and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its Property, assets or business, or combine, merge or consolidate with or into any other entity.

Section 5.24. Disclosure to Participants, Lender Transferees and Non-Lender Transferees. The District shall permit the Lender to disclose the financial information received by it pursuant to this Agreement to each Participant and Non-Lender Transferee pursuant to Section 8.05 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 5.25. Other Agreements. In the event that the District has or shall enter into or otherwise consent to any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder's agreement), bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (each a *"Provider"*) to make loans to the District in connection with the Judgments, or to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt relating to the Judgments (each a *"Bank Agreement"*), which Bank Agreement (i) contains covenants that are more restrictive on the part of the District than those contained in this Agreement, (ii) contains events of default and/or remedies that are more favorable to the Provider under such Bank Agreement than those contained in this Agreement and/or (iii) provides that any outstanding principal, advance, loan or drawing thereunder may or shall be amortized over a period shorter than the Amortization Period set forth in Section 2.12 hereof (collectively, the *"Additional Rights"*), such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights. Upon entering into or consenting to any Bank Agreement, the District shall promptly enter into an amendment to this Agreement to include such Additional Rights, *provided* that the Lender shall maintain the benefit of such Additional Rights even if the District fails to provide such amendment. If the District shall amend any such Bank Agreement such that it no longer provides for such Additional Rights (except for waivers of such Additional Rights), then, without the consent of the Lender, this Agreement shall automatically no longer contain the Additional Rights thereunder and the Lender shall no longer have the benefits of any such Additional Rights.

Section 5.26. Environmental Laws. The District shall comply with all applicable Environmental Laws and cure any defect thereto (or cause other Persons to cure any such defect) to the extent necessary to bring such real property owned, leased, occupied or operated by the District back into compliance with Environmental Laws and to comply with any cleanup orders issued by a Governmental Authority having jurisdiction thereover. The District shall at all times use commercially reasonable efforts to render or maintain any real property owned, leased, occupied or operated by the District safe and fit for its intended uses. The District shall also

immediately notify the Lender of any actual or alleged material failure to so comply with or perform, or any material breach, violation or default under any Environmental Law.

Section 5.27. Maintenance of Properties. The District shall, in all material respects, maintain, preserve and keep its property in good repair, working order and condition (ordinary wear and tear excepted), except to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 5.28. Immunity from Jurisdiction. To the fullest extent permitted by applicable law, with respect to its obligations arising under this Agreement or any other Related Document, the District irrevocably agrees that it will not assert or claim any immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) from (i) any action, suit or other proceedings arising under or relating to this Agreement or any other Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be entitled in any such action, suit or other proceeding, and the District hereby irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues (irrespective of their use or intended use), all such immunity.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. If one or more of the following events shall have occurred and be continuing, each shall each constitute an Event of Default hereunder:

(a) (i) the District shall fail to pay principal of or interest on any Loan or Term Loan when due, or (ii) the District shall fail to pay any Obligation (other than the obligation to pay principal of and interest on any Loan or Term Loan) and such failure shall continue for three (3) Business Days; or

(b) any written representation, warranty, certification or statement made by the District in this Agreement or in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall (in any such case) have been incorrect or untrue in any material respect when made or deemed to have been made; or

(c) the District shall default in the due performance or observance of any of the covenants set forth in Section 5.01, Section 5.05, Section 5.06, Section 5.15, Section 5.16, Section 5.17, Section 5.20, Section 5.23 or Section 5.28 hereof; or

(d) the District shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement and such default shall remain unremedied for a period of sixty (60) days after the earlier of (i) the date on which such default shall first become known to any representative of the District, and (ii) notice of such occurrence is given by the Lender to the District; *provided* that so long as the District

shall be proceeding with due diligence to remedy any default in the due performance or observance of such covenants which, if begun and prosecuted with due diligence, cannot be completed within a period of sixty (60) days, but can be cured, then such sixty (60) day period shall be extended to the extent as shall be necessary to enable the District to begin and complete the remedying of such default through the exercise of due diligence but shall not exceed ninety (90) days from the earlier to occur of (i) the date on which such default shall first become known to any representative of the District, and (ii) written notice thereof is given by the Lender to the District; or

(e) (i) the District shall commence a voluntary case or other proceeding, and in connection with such case or other proceeding, seek liquidation, reorganization, debt arrangement, dissolution or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction, or become insolvent within the meaning of Section 101(32) of the Bankruptcy Code (or any successor provision), or shall take any action to authorize any of the foregoing; or (ii) declaration of moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction by a Governmental Authority of competent jurisdiction; or

(f) (i) a case or other proceeding shall be commenced against the District and in connection with such case or other proceeding, a party shall seek liquidation, reorganization, debt arrangement, dissolution or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall either (A) be consented to or acquiesced in by the District, or (B) remain undismissed and unstayed for a period of sixty (60) days; (ii) all, or substantially all of the property of the District shall be condemned, seized, or otherwise appropriated; or (iii) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the District or an order for relief shall be entered against the District under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the District, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be; or

(g) (i) any material provision of this Agreement or any other Related Document relating to the District, shall at any time for any reason cease to be valid and binding on the District as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any

court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the District; or (ii) the District shall have taken or permitted to be taken any official action which would adversely affect the enforceability of this Agreement or any Related Document relating to the payment of the principal of or interest on the Note, the Term Loans, or the Obligations, or the security therefor or the District otherwise repudiates its obligation to pay the Notes, the Term Loans, or the Obligations, or (iii) or the occurrence of a repeal, reenactment, amendment, modification or enactment of legislation, if such repeal, reenactment, amendment, modification or enactment, could reasonably be expected to have a material adverse effect on the ability of the District to pay the Notes, the Loans, the Term Loans or the Obligation;

(h) dissolution or termination of the existence of the District; or

(i) the District shall (i) fail to make any payment on any Material District Debt (other than a Loan made pursuant to this Agreement) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material District Debt; or (ii) failure to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any Material District Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period (without regard to any subsequent amendment, waiver or forbearance with respect thereto unless the District certifies such amendment, waiver or forbearance was obtained without conditions or the Lender also benefits from such condition, in its reasonable discretion), if any, specified in such agreement or instrument, and such failure permits or results in the acceleration of such Material District Debt; or (iii) any Material District Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the standard maturity thereof; *provided, however,* that in the case of clause (i), (ii) or (iii) any failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material District Debt; *provided, further,* that notice shall be given promptly by the Lender (and in any event within three (3) Business Days after the Lender shall have actual knowledge thereof) to the bond trustee under the Indenture of the occurrence of any failure permitting the acceleration of Material District Debt as provided in clause (ii) above but the Lender's failure to provide such notice to the bond trustee shall not prevent such failure permitting the acceleration of Material District Debt as provided in clause (ii) above from constituting an Event of Default hereunder; or

(j) (i) the District shall default in the due performance or observance of any material term, covenant or agreement contained in any of the Related Documents and the same shall not have been cured within any applicable cure period; *provided* that the District had received the requisite notice of such default, if applicable; or (ii) any "Event of Default" as defined in any of the Other Bank Agreements shall have occurred; or

(k) a legislative or regulatory body with competent jurisdiction shall declare a financial emergency with respect to the District and shall appoint or designate with respect to the District, an entity such as an organization, board, commission, authority, agency or body to manage the affairs and operations of the District; or

(l) any Rating Agency shall have downgraded the rating on any unenhanced Parity Debt of the District to below "Baa3" (or its equivalent) by Moody's, "BBB-" (or its equivalent) by S&P, or "BBB-" (or its equivalent) by Fitch or any of Moody's, S&P, or Fitch shall have withdrawn or suspended its rating on any Parity Debt of the District, but not as a result of debt maturity, defeasance, non-application for a rating, non-provision of information or a downgrade of a third party credit enhancer and excluding any withdrawal or suspension of any such rating if S&P, Fitch, or Moody's, as applicable, stipulates in writing that the rating action is being taken for non-credit related reasons; or

(m) one or more final, non-appealable judgments or orders for the payment of money in the aggregate amount of $65,000,000 or more shall be rendered against the District (excluding those in relation to the Judgments) and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; *provided* that any such judgment shall be deemed to be satisfied for purposes of this Section 6.01(m) if it is being paid by the District in installments pursuant to a settlement agreement.

Section 6.02. Remedies upon Event of Default. If an Event of Default specified in Section 6.01 hereof shall occur and be continuing, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) The Lender (i) may, by notice to the District, terminate the Commitment as to the Loan, and the Commitment as to the Loan shall thereupon terminate, and (ii) may, by notice to the District demand that the Notes relating to the Loan or Loans or Term Loans, be immediately due and payable by the District and the District shall thereupon be obligated to pay immediately the outstanding principal amount of such Notes, Loans and/or Term Loans, as applicable (together with accrued interest thereon), without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the District; *provided* that in the case of any of the Events of Default specified in Section 6.01(e), Section 6.01(f) or 6.01(h) hereof, without any notice to the District or any other act by the Lender, the Commitment shall thereupon immediately terminate and the Notes, Term Loans and other Obligations, as applicable, shall immediately be deemed to be due for payment by the District and the District shall be obligated to pay immediately the outstanding principal amount of the Notes, Term Loans and Obligations, as applicable, (together with accrued interest thereon) and with all other amounts then owing hereunder, in each case, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the District;

(b) The Lender shall also be entitled to exercise any and all other rights and remedies available at law or in equity. Promptly following the taking of any action or the occurrence of any event or condition referred to above, the Lender shall give notice thereof

to the District, but the failure to give any such notice or any delay in giving any such notice shall not impair the validity or effect of any action or event or condition referred to above; or

(c) If at any time after such acceleration and before any judgment or decree for the payment of money with respect thereto has been entered all amounts payable to the Lender hereunder on the Notes subject to acceleration under this Section 6.02 (except interest on or principal of the Notes which are due solely by reason of such acceleration) shall have been paid or provided for by deposit with the Lender and all existing Events of Default shall have been cured or waived, then the Lender may annul such acceleration and its consequences by written notice to the District, which annulment shall be binding upon the District and the Lender, but no such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(d) Additionally, from and after the occurrence and during the continuance of an Event of Default, all amounts owing to the Lender and all amounts owing to the Noteholders hereunder and amounts owing on any related Notes and Term Loans, as applicable, and all other obligations of the District hereunder shall bear interest at the Default Rate.

ARTICLE VII

INCREASED COSTS AND TAXES

Section 7.01. Additional Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender, or the Lender's parent or holding company or any Noteholder or such Noteholder's parent or holding company;

(ii) subject the Lender or any Noteholder to any Tax of any kind whatsoever with respect to this Agreement, the related Notes, any Loan or Term Loan made by it or the related Notes, or change the basis of taxation of payments to the Lender or such Noteholder in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 7.02 hereof and the imposition of, or any change in the rate of any Excluded Taxes payable by the Lender, the Lender's parent or holding company or such Noteholder or such Noteholder's parent or holding company); or

(iii) impose on the Lender, the Lender's parent or holding company or any Noteholder, or such Noteholder's parent or holding company any other condition, cost or expense affecting this Agreement or the related Notes or the Term Loans;

and the result of any of the foregoing shall be to increase the cost to the Lender, the Lender's parent or holding company, or such Noteholder or such Noteholder's parent or holding company of making Loans or Term Loans or maintaining the Commitment, or to reduce the amount of any sum received or receivable by the Lender, the Lender's parent or holding company, or such Noteholder hereunder, under the related Notes, under any Loan or under the Term Loan(s) (whether of principal, interest or any other amount) then, upon written request of the Lender or such Noteholder as set forth in clause (c) below, the District shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender, the Lender's parent or holding company, or such Noteholder, or such Noteholder's parent or holding company, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital or Liquidity Requirements.* If the Lender or any Noteholder reasonably determines that any Change in Law affecting the Lender, the Lender's parent or holding company, or such Noteholder or such Noteholder's parent or holding company regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender's, the Lender's parent's or holding company's, or such Noteholder's or such Noteholder's parent or holding company capital or liquidity as a consequence of this Agreement, or of making Loans or Term Loans or maintaining the Commitment, to a level below that which the Lender, the Lender's parent or holding company, or such Noteholder could have achieved but for such Change in Law (taking into consideration the Lender's, Lender's parent or holding company's, or such Noteholder's or such Noteholder's parent or holding company policies with respect to capital or liquidity adequacy), then from time to time upon written request of the Lender or such Noteholder as set forth in clause (c) below the District shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender, the Lender's parent or holding company, or such Noteholder or such Noteholder's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Lender or any Noteholder setting forth the amount or amounts necessary to compensate the Lender, the Lender's parent or holding company, or any such Noteholder or such Noteholder's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section in reasonable detail setting forth the computation of such compensation (including the reason therefor), and delivered to the District, shall be conclusive absent manifest error. The District shall pay the Lender or any such Noteholder, as the case may be, the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Lender or the Noteholder to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Lender's or the Noteholder's right to demand such compensation. The District shall not be required to compensate the Lender or any Noteholder pursuant to this Section 7.01 in respect of a period occurring more than six (6) months prior to the date the above-described written demand is given to the District with respect thereto.

(e) *Participants.* Each Participant will be entitled to the benefits of this Section 7.01 to the same extent as if it were a direct party hereto and references to the Lender in this Section 7.01 will be deemed to refer to each Participant to the extent the District is notified in writing of such

participation and such Participant complies with the provisions of Section 8.05(d) hereof in connection with its participation. Notwithstanding the foregoing, in no event shall the District be required to pay to any Participant any increased cost in excess of the amount the District would have paid to the Lender if the Lender had not entered into a participation with such Participant.

(f) *Survival.* Without prejudice to the survival of any other agreement of the District hereunder, the agreements and obligations of the District contained in this Section shall survive the termination of this Agreement and the payment in full of the Loans, the Term Loans and the obligations of the District thereunder and hereunder; *provided* that this paragraph (f) will not be deemed to extend any applicable statute of limitations. In no event shall increased costs be payable in respect of any period subsequent to the later of (i) the Termination Date, and (ii) the date on which no Note, or interest thereon, remains outstanding.

Section 7.02. Taxes. (a) Any and all payments to the Lender or any Noteholder by the District hereunder or with respect to the Loans and Term Loans shall be made free and clear of and without deduction or withholding for any and all Indemnified Taxes. If the District shall be required by law to deduct or withhold any Indemnified Taxes imposed by the United States of America or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Loans and/or Term Loans, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender or such Noteholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the District shall make such deductions, and (iii) the District shall timely pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the District shall make any payment under this Section to or for the benefit of the Lender or such Noteholder with respect to Indemnified Taxes and if the Lender or such Noteholder shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Lender or such Noteholder to any taxing jurisdiction in the United States of America then the Lender or such Noteholder shall pay to the District an amount equal to the amount by which such other taxes are actually reduced; *provided,* that the aggregate amount payable by the Lender or such Noteholder pursuant to this sentence shall not exceed the aggregate amount previously paid by the District with respect to such Indemnified Taxes. In addition, the District agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or any state of the United States from any payment made hereunder or under the Loans, the Term Loans or from the execution or delivery of this Agreement or the Notes, or otherwise with respect to this Agreement, the Loans or the Term Loans (hereinafter referred to as *"Other Taxes"*). The Lender or such Noteholder shall provide to the District within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the District to the Lender or such Noteholder hereunder; *provided,* that the Lender or such Noteholder's failure to send such notice shall not relieve the District of its obligation to pay such amounts hereunder.

(b) The District shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Lender or such Noteholder for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section paid by the Lender or such Noteholder or any liability (including

penalties, interest and expenses) arising therefrom or with respect thereto; *provided,* that the District shall not be obligated to pay the Lender or such Noteholder for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Lender or such Noteholder's negligence or willful misconduct. The Lender or such Noteholder agrees to give notice to the District of the assertion of any claim against the Lender or such Noteholder relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; *provided,* that the Lender or such Noteholder's failure to notify the District promptly of such assertion shall not relieve the District of its obligation under this Section. Payments by the District pursuant to this Section shall be made within thirty (30) days from the date the Lender or such Noteholder makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Lender or such Noteholder agrees to repay to the District any refund (including that portion of any interest that was included as part of such refund) with respect to Indemnified Taxes or Other Taxes paid by the District pursuant to this Section received by the Lender or such Noteholder for Indemnified Taxes or Other Taxes that were paid by the District pursuant to this Section and to contest, with the cooperation and at the expense of the District, any such Indemnified Taxes or Other Taxes which the Lender or such Noteholder or the District reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the District, the District shall furnish to the Lender or such Noteholder, as applicable, the original or a copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the District hereunder, the agreements and obligations of the District contained in this Section shall survive the termination of this Agreement and the payment in full of the Loans, the Term Loans and the obligations of the District thereunder and hereunder; *provided* that this paragraph (d) will not be deemed to extend any applicable statute of limitations. In no event shall taxes set forth herein be payable in respect of any period subsequent to the later of (i) the Termination Date, and (ii) the date on which no Note, or interest thereon, remains outstanding.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. All notices, requests, consents and other communications to either party hereunder shall be in writing (including bank wire, facsimile transmission or similar writing) and shall be given to such party at its address or facsimile number set forth on the signature page hereof or at such other address or facsimile number as such party may hereafter specify for the purpose by at least five (5) Business Days' prior written notice to the other party, unless otherwise described herein. Each such notice, request, consent or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section and the appropriate answerback is received, (ii) if given by mail, seventy-two (72) hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered at the address specified in this Section; *provided* that notices to the Lender under Article II or Article VII shall not be effective until received.

Lender:	Wells Fargo Bank, National Association **[_____]** **[_____]** Attention: **[_____]** Telephone: **[_____]** Email: **[_____]** Wiring Instructions of the Lender: **[Bank: [_____]** **SWIFT/ABA: [_____]** **Beneficiary SWIFT: [_____]** **Beneficiary Account: [_____]** **Reference: [_____]]**
If to the District:	Los Angeles Unified School District 333 South Beaudry Avenue, 27th Floor Los Angeles, California 90017 Attention: Controller Telephone: (213) 241-7932 Email: ernie.thomas@lausd.net

Section 8.02. No Waivers. No course of dealing and no delay or failure of the Lender in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any rights or remedies which the Lender would otherwise have under any Related Documents, at law or in equity.

Section 8.03. Expenses; Documentary Taxes; Indemnification. (a) The District shall pay (i) reasonable out-of-pocket expenses of the Lender, including reasonable fees and disbursements of counsel for the Lender, in connection with the preparation of this Agreement, any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, and (ii) reasonable out-of-pocket expenses incurred by the Lender, including reasonable fees and disbursements of counsel, in connection with any Default or Event of Default, and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom and any workout or restructuring or negotiations in connection with the Loans. The District shall, to the extent permitted by law, indemnify and hold the Lender harmless (on a net after tax basis) from any present or future claim or liability for any transfer taxes, documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the Notes.

(b) To the fullest extent permitted by applicable law, the District agrees to indemnify the Lender and each Noteholder and each Related Party of any of the foregoing Persons (each such Person being called an *"Indemnitee"*) and hold each Indemnitee harmless from and against any

and all liabilities, losses, damages, costs and expenses of any kind, including, without limitation, as a result of any claim, cause of action or other litigation brought against any such Indemnitee, including the reasonable attorney fees, which may be incurred by any Indemnitee by reason of the District's adoption of the Resolution or the execution, delivery or performance by the District of this Agreement or any other Related Document and the use or proposed use of proceeds of the Loans; *provided* that an Indemnitee shall not have the right to defense or be indemnified hereunder for its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. The agreements and obligations of the District contained in this Section shall survive the termination of this Agreement and the payment in full of the Loans, the Term Loans and the obligations of the District thereunder and hereunder subject to any applicable statute of limitations and limited to liabilities, losses, damages, costs and expenses arising from this Agreement.

(c) To the fullest extent permitted by applicable law, the District shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loans, or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction.

Section 8.04. Amendments and Waivers. Any provision of this Agreement or the Notes may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the District and the Lender, and unless, the Commitment shall have terminated, any party holding all or any portion of the Commitment; *provided* that no such amendment or waiver shall (i) increase the Commitment or shorten the duration of the Commitment or affect any right or remedy to terminate the Commitment without the written consent of each party affected thereby, (ii) reduce the principal amount of any Loan or Term Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Noteholder affected thereby; (iii) postpone the scheduled date of payment of the principal amount of any Loan or Term Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, without the written consent of each Noteholder affected thereby, or (iv) change any of the provisions of this Section.

Section 8.05. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the District, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns as set forth herein. The District may not assign or otherwise transfer any of its rights or obligations

hereunder without the prior written consent of the Lender. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Notes and the Related Documents in accordance with the provisions of paragraph (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. The Lender does not intend to assign its obligations to advance or make Loans or Term Loans pursuant to the terms of this Agreement, and, notwithstanding anything to the contrary set forth herein, the Lender may not assign its obligations to advance or make Loans or Term Loans pursuant to the terms of this Agreement without the prior written consent of the District in its sole discretion. In addition, the Lender (i) intends to hold the Notes for its own account, and (ii) shall hold the Notes for its own account and shall not dispose of all or any part of such Notes except to the extent as may be provided for in Section 8.05(c) or 8.05(d) below.

(b) *Sales and Transfers by the Lender to a Lender Transferee.* Without limitation of the foregoing generality, the Lender may at any time sell or otherwise transfer to one or more transferees all or a portion of the Notes to a Person that is an Affiliate of the Lender (each, a *"Lender Transferee"*). From and after the date of such sale or transfer, the Lender (and its successors) shall continue to have all of the rights of the Lender hereunder and under the other Related Documents as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer to an Affiliate of the Lender shall in any way affect the obligations of the Lender hereunder, (B) the District shall be required to deal only with the Lender with respect to any matters under this Agreement and (C) in the case of a sale or transfer to an Affiliate of the Lender, only the Lender shall be entitled to enforce the provisions of this Agreement against the District.

(c) *Sales and Transfers by Noteholder to a Non-Lender Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees each of which constitutes (i) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than $5,000,000,000 (each a *"Non-Lender Transferee"* and, together with any Lender Transferee, an "*Assignee*") all or a portion of the Notes if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Lender Transferee, together with addresses and related information with respect to the Non-Lender Transferee, shall have been given to the District and the Lender (if different than the Noteholder) by such selling Noteholder and Non-Lender Transferee and (B) the Non-Lender Transferee shall have delivered to the District and the selling Noteholder, an investment letter in substantially the form delivered by the Lender on the Closing Date (the *"Investor Letter"*).

(d) *Participations.* (i) The Lender shall have the right to grant participations in all or a portion of the Lender's interest in the Notes, this Agreement and the other Related Documents (on a participating basis but not as a party to this Agreement or any other Related Document, each, a

"Participation")) to one or more other banking institutions, without the consent of the District (each, a *"Participant"*); *provided,* that the Lender shall give the District notice of the grant of any Participation upon the effectiveness thereof.

(ii) *Tax Documents Related to Assignees or Participants.* Unless not legally entitled to do so:

(A) each Assignee or Participant, if requested by the District in writing, shall deliver such forms or other documentation prescribed by applicable law or reasonably requested by the District as will enable the District to determine whether or not such Assignee or Participant is subject to backup withholding or information reporting requirements;

(B) any foreign Assignee or Participant that is entitled to an exemption from or reduction of any Taxes with respect to payments hereunder or under any other Related Document shall deliver to the District, on or prior to the date on which it becomes an Assignee or a Participant under this Agreement (and from time to time thereafter, as may be necessary in the determination of the District, each in the reasonable exercise of its sole discretion), such properly completed and duly executed forms or other documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding;

(C) without limiting the generality of the foregoing, in the event that the District is a resident for tax purposes in the United States, any foreign Assignee or Participant shall deliver to the District (in such number of copies as shall be requested by the District) on or prior to the date on which it becomes an Assignee or a Participant under this Agreement (and from time to time thereafter, as may be necessary in the determination of the District, in the reasonable exercise of its sole discretion), whichever of the following is applicable:

(1) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(2) properly completed and duly executed copies of Internal Revenue Service Form W-8ECI,

(3) in the case of a foreign Assignee or Participant claiming the benefits of the exemption "portfolio interest" under Section 881(c) of the Internal Revenue Code, (A) a duly executed certificate to the effect that such foreign Assignee or Participant is not (i) a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (ii) a ten-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code) of the District or (iii) a controlled foreign corporation described in Section 881(c)(3)(C) of the Internal Revenue Code and (B) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN; and

(4) properly completed and duly executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in any Taxes, in each case together with such supplementary documentation as may be prescribed by applicable law to permit the District to determine the withholding or deduction required to be made, if any;

(D) without limiting the generality of the foregoing, in the event that the District is resident for tax purposes in the United States, any foreign Assignee or Participant that does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to the Lender under this Agreement (for example, in the case of a typical participation by the Lender) shall deliver to the District (in such number of copies as shall be requested by the District), on or prior to the date such foreign Assignee or Participant becomes an Assignee or a Participant, or on such later date when such foreign Assignee or Participant ceases to act for its own account with respect to any portion of any such sums paid or payable, and from time to time thereafter, as may be necessary in the determination of the District (each in the reasonable exercise of its sole discretion):

(1) duly executed and properly completed copies of the forms and statements required to be provided by such foreign Assignee or Participant under clause (c) of this Section 8.05 to establish the portion of any such sums paid or payable with respect to which the Assignee or Participant acts for its own account and may be entitled to an exemption from or a reduction of the applicable Taxes, and

(2) duly executed and properly completed copies of Internal Revenue Service Form W-8IMY (or any successor forms) properly completed and duly executed by such foreign Participant, together with any information, if any, such foreign Participant chooses to transmit with such form, and any other certificate or statement of exemption required under the Internal Revenue Code or the regulations thereunder, to establish that such foreign Assignee or Participant is not acting for its own account with respect to a portion of any such sums payable to such foreign Assignee or Participant;

(E) without limiting the generality of the foregoing, in the event that the District is resident for tax purposes in the United States, the Assignee or Participant that is not a foreign Participant and has not otherwise established to the reasonable satisfaction of the District that it is an exempt recipient (as defined in Section 6049(b)(4) of the Internal Revenue Code and the United States Treasury Regulations thereunder) shall deliver to the District (in such number of copies as shall be requested by the District) on or prior to the date on which the Assignee or Participant becomes an Assignee or a Participant under this Agreement (and from time to time thereafter as prescribed by applicable law or upon the written request of the District), duly executed and properly completed copies of Internal Revenue Service Form W-9; and

(F) without limiting the generality of the foregoing, each Participant shall, from time to time after the initial delivery by the Assignee or Participant, as applicable, of such

forms, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence so delivered obsolete or inaccurate in any material respect, promptly (1) deliver to the District two original copies of renewals, amendments or additional or successor forms, properly completed and duly executed by the Participant, as applicable, together with any other certificate or statement of exemption required in order to confirm or establish that such Assignee or Participant is entitled to an exemption from or reduction of any Taxes with respect to payments to such Assignee or Participant, as applicable, under this Agreement and, if applicable, that such Participant does not act for its own account with respect to any portion of such payment, or (2) notify the District of its inability to deliver any such forms, certificates or other evidence.

(e) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Notes, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, the United States Treasury or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.06. Governing Law; Venue; Waiver of Jury Trial. (a) This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles that would require the application of different governing law.

(b) All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court located in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts and waive any defense of forum *non conveniens*. If for any reason no State or Federal court sitting in the County of Los Angeles can and will accept jurisdiction over any such suit, action or proceeding, then the exclusivity of jurisdiction in such courts in the County of Los Angeles shall not apply and such suit, action or proceeding may be brought in any other state or federal court in the State of California which will accept jurisdiction over such matter. Notwithstanding anything in this Agreement to the contrary, no action, suit or other proceeding may be maintained against the District unless notice and presentment of such claim shall have been given in accordance with the procedural laws of the State of California and the County of Los Angeles. Service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 8.01 hereof; *provided, however,* that service of process with respect to the District shall be made to the Executive Officer-Clerk of the Board of Education.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE

SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND CONSENT AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.07. Counterparts; Integration. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement, the Fee Agreement and the Notes constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the transactions provided for herein and therein.

Section 8.08. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.09. Severability. The invalidity or unenforceability of anyone or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

Section 8.10. Government Regulations. The Lender is subject to the Patriot Act (as hereinafter defined) and hereby notifies the District that pursuant to the requirements of the USA Patriot Act Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the *"Patriot Act"*), it is required to obtain, verify and record information that identifies the District, which information includes the name and address of the District and other information that will allow the Lender, to identify the District in accordance with the Patriot Act. The District shall promptly provide such information on request by the Lender. The District hereby agrees (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (*"OFAC"*), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the District or from otherwise conducting business with the District and (b) to ensure that the proceeds of the Loans and Notes shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 8.11. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the District and the Lender acknowledge and agree that: (a)(i) the services regarding this Agreement provided by the Lender are arm's-length commercial transactions between the District, on the one hand, and the Lender, on the other hand, (ii) the District has consulted its own legal, accounting, regulatory, tax, financial and other advisors to the extent it has deemed appropriate, and (iii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions

contemplated hereby and by the other Related Documents; (b)(i) the Lender is and has been acting solely as a principal for its own interests and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (municipal, financial or otherwise), agent or fiduciary, for the District, and has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the District with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters), (ii) the Lender has no obligation to the District with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents, (iii) the only obligations the Lender has to the District with respect to this transaction are set forth in this Agreement; and (iv) the Lender is not recommending that the District take an action with respect to the transaction described in this Agreement and the other Related Documents; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Lender has no obligation to disclose any of such interests to the District.

Section 8.12. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties acknowledge and agree that this document and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format (*"PDF"*) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this document. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. Notwithstanding the foregoing, the Lender may, in its sole and exclusive discretion, also require delivery of this document and any related documents, and any amendments or waivers hereto or thereto, with an original signature for its records and two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

Section 8.13. Representation by Legal Counsel; Joint Preparation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 8.14. District Business Policies; Taxpayer Identification Number (TIN). The Lender declares that its authorized U.S. Federal TIN is **[_____]**. No payment will be made under this Agreement without a valid TIN number.

Section 8.15. Prior Understandings. This Agreement and the other Related Documents *supersede* all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 8.16. Continuing Obligation. The obligations of the District under this Agreement shall continue until the later of the date this Agreement terminates and the date upon which all amounts owing to the Lender, each Noteholder and each Participant hereunder and under the Notes shall have been paid in full, *provided* that the obligations of the District to pay accrued but unpaid amounts pursuant to Article II and Article VIII hereof shall survive the termination of this Agreement. This Agreement shall be binding upon the District and its successors and assigns and shall inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns, *provided* that the District may not assign all or any part of this Agreement without the prior written consent of the Lender. Nothing contained in this Section shall be construed to be a waiver of any applicable statute of limitations.

Section 8.17. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes*. In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings*. Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

(c) *Definitions.* As used in this Section 8.17:

"BHC Act Affiliate" of a party means an *"affiliate"* (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(a) a *"covered entity"* as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a *"covered bank"* as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a *"covered FSI"* as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Insolvency Proceeding" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 8.18. No Redactions. The District agrees that it shall not post this Agreement, the Fee Agreement or any amendment hereto or thereto on EMMA or any other website until the Purchaser or its counsel has provided redacted versions of this Agreement, the Bond Indenture or such amendment, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Non-Revolving Credit Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____
Name: _____
Title: _____

[Signature Page to Non-Revolving Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Title:

EXHIBIT A

FORM OF NOTICE OF BORROWING

[Date]

To: Wells Fargo Bank, National Association
[_____]
[_____]
Email: **[_____]**

From: Los Angeles Unified School District

Re: Non-Revolving Credit Agreement (the *"Agreement"*) dated as of **[_____]** 1, 2026 between the Los Angeles Unified School District and the Lender

We hereby give notice, pursuant to Section 2.02(a) of the Agreement, of the following proposed Borrowing:

Date of Borrowing	**[Date]**
Principal Amount of Borrowing	**[$xx,xxx,xxx]**
Amount of Loans Outstanding	**[$xxx,xxx,xxx]**
Interest Payment Date	**[Quarterly]**
Facility Maturity Date	**[Date]**

The proceeds of such Loan are to be transferred to the following account(s):

To: **[Third-Party Administrator Trustee] [Costs of Issuance Administrator]**
[Wiring Information to Come]

Attached hereto are (1) the case number(s) and amount of the Judgment(s) to be funded, (2) an irrevocable instruction to the **[Third-Party Administrator Trustee][COI Administrator]** executed by a Designated Representative of the District to pay the Judgment Obligee(s) from proceeds of the Loan, and (3) list of costs of issuance, if any.

The undersigned hereby represents and warrants that on the date hereof:

(i) no Default or Event of Default shall have occurred and be continuing;

(ii) the representations and warranties of the District (except to the extent the same expressly relate to an earlier date, then such representation or warranty shall be true and correct, in all material respects, as of such earlier date and except that the representations contained in Section 4.08 of Article IV of the Agreement shall be deemed

to refer to the most recent AAFR delivered to the Lender pursuant to Section 5.07 of the Agreement) contained in the Agreement are true in all material respects.

Terms used herein have the meanings assigned to them in the Agreement.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____
Name: _____
Title: _____

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate (this *"Certificate"*) is furnished to Wells Fargo Bank, National Association (the *"Lender"*) pursuant to the Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026 (the *"Agreement"*), between the Los Angeles Unified School District (the *"District"*) and the Lender. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned hereby certifies that:

1. He is a Designated Representative of the District;

2. No Default or Event of Default has occurred and is continuing; and

3. There has been no material adverse change (in the reasonable judgment of the District and excluding in relation to the Judgments) in the financial condition of the District since **[June 30, 20__]**, from that date set forth in the District's Annual Audited Financial Report, as of, and for the period ended on, that date except as otherwise disclosed to the Lender in writing.

Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the District has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications in support hereof, are made and delivered this ___ day of _____, 20__.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____
Name: _____
Title: _____

EXHIBIT C

FORM OF NOTE (SOFR)

LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION CREDIT NOTE
TRANSFER OF THIS NOTE IS RESTRICTED AS SET FORTH IN THE AGREEMENT

Principal Amount: $250,000,000 Date: **[_____]**, 2026

For value received, the Los Angeles Unified School District (the *"District"*), a political subdivision of the State of California, promises to pay, solely from the funds hereafter referred to, to Wells Fargo Bank, National Association, and its successors and assigns (the *"Lender"*), in accordance with wire transfer instructions provided in the Agreement (hereinafter defined), (i) the principal sum of Two Hundred Fifty Million Dollars and Zero Cents ($250,000,000) or, if less, the aggregate unpaid principal amount of all Loans made by the Lender to the District, payable at such times as are specified in the Agreement, and (ii) interest on the unpaid principal amount of each Loan made by the Lender, from the date of each such Loan made to the District until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Agreement, in lawful money of the United States of America, in federal or other immediately available funds, from the date hereof until this Note is paid in full, in like money and funds at such office.

The District promises to make all other payments owed by it under the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is subject to prepayment pursuant to the terms and under the conditions of the Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026 (as amended, the *"Agreement"*), between the District and the Lender. Reference is made to the Agreement for provisions as to the prepayment hereof. Reference is also made to the Agreement for provisions providing for additional interest and other amounts to be payable under certain circumstances. If the Noteholder enforces this Note upon default, the District shall reimburse the Noteholder for reasonable costs and expenses incurred by the Noteholder in collection, including reasonable attorneys' fees and expenses as set out in Section 2.06 and 8.03 of the Agreement. This Note shall be construed in accordance with and governed by the internal laws of the State of California.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Note, including the interest hereon, is payable solely from the general fund of the District as set forth in Section 4.09(a) of the Agreement. This Note does not constitute a general obligation or indebtedness of the District within the meaning of any constitutional, charter, or

statutory limitations or provisions (and the Noteholder hereof shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Note). Further reference is made to the Agreement for the provisions relating to the security of this Note and the duties and obligations of the District.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Note exist, have happened and have been done and that every requirement of law affecting the issuance hereof has been duly complied with.

[SIGNATURE PAGE TO FOLLOW]

Made and executed at Los Angeles, California, as of the date and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____
Name: _____
Title: _____

Attest:

By:_____
Executive Officer of the
Board of Education

EXHIBIT D

FORM OF TERM NOTE

LOS ANGELES UNIFIED SCHOOL DISTRICT
TERM JUDGMENT OBLIGATION CREDIT NOTE
TRANSFER OF THIS NOTE IS RESTRICTED AS SET FORTH IN THE AGREEMENT

Principal Amount: $250,000,000 Date: **[_____]**, 2026

For value received, the Los Angeles Unified School District (the *"District"*), a political subdivision of the State of California, promises to pay, solely from the funds hereafter referred to, to Wells Fargo Bank, National Association, and its successors and assigns (the *"Lender"*), in accordance with wire transfer instructions provided in the Agreement (hereinafter defined), (i) the principal sum of Two Hundred Fifty Million Dollars and Zero Cents ($250,000,000) or, if less, the aggregate unpaid principal amount of the Term Loan that refunded the Loans made by the Lender to the District, payable at such times as are specified in the Agreement, and (ii) interest on the unpaid principal amount of the Term Loan that refunded the Loans made by the Lender, from the date of such Term Loan related to the District until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Agreement, in lawful money of the United States of America, in federal or other immediately available funds, from the date hereof until this Note is paid in full, in like money and funds at such office.

The District promises to make all other payments owed by it under the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is subject to prepayment pursuant to the terms and under the conditions of the Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026 (as amended, the *"Agreement"*), between the District and the Lender. Reference is made to the Agreement for provisions as to the prepayment hereof. Reference is also made to the Agreement for provisions providing for additional interest and other amounts to be payable under certain circumstances. If the Noteholder enforces this Note upon default, the District shall reimburse the Noteholder for reasonable costs and expenses incurred by the Noteholder in collection, including reasonable attorneys' fees and expenses as set out in Section 2.06 and 8.03 of the Agreement. This Note shall be construed in accordance with and governed by the internal laws of the State of California.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Note, including the interest hereon, is payable solely from the general fund of the District as set forth in Section 4.09(a) of the Agreement. This Note does not constitute a general obligation or indebtedness of the District within the meaning of any constitutional, charter, or

statutory limitations or provisions (and the Noteholder hereof shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Note). Further reference is made to the Agreement for the provisions relating to the security of this Note and the duties and obligations of the District.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Note exist, have happened and have been done and that every requirement of law affecting the issuance hereof has been duly complied with.

[SIGNATURE PAGE TO FOLLOW]

Made and executed at Los Angeles, California, as of the date and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____

Name: _____

Title: _____

Attest:

By:_____
Executive Officer of the
Board of Education

EXHIBIT E

FORM OF REQUEST FOR TERM LOAN

[Date]

Wells Fargo Bank, National Association
[_____]
[_____]

Ladies and Gentlemen:

Reference is hereby made to that certain Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026 (as amended, restated, or otherwise modified from time to time, the *"Credit Agreement"*), between Los Angeles Unified School District (the *"District"*) and Wells Fargo Bank, National Association (the *"Lender"*). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Credit Agreement.

The District hereby requests, pursuant to Section 2.12(a) of the Credit Agreement, to convert all Loans outstanding on the Facility Maturity Date to Term Loans evidenced and payable as provided in Section 2.12 of the Credit Agreement.

In connection with such request, the District hereby represents and warrants that:

(a) no Default or Event of Default described in Section 6.01 of the Agreement shall have occurred and be continuing, or would result therefrom; and

(b) representations and warranties of the District set forth in Article IV of the Credit Agreement are true and correct in all material respects as if made on the date that is the thirtieth (30th) day immediately succeeding the Facility Maturity Date.

We have enclosed along with this request the following information:

(1) the outstanding amount of the Loans on the date hereof;

(2) any other pertinent information previously requested by the Lender.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

ATTACHMENT C

FEE AND INTEREST RATE AGREEMENT

This Fee and Interest Rate Agreement is dated **[_____]**, 2026 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, the *"Fee Agreement"*). Reference is hereby made to that certain Non-Revolving Credit Agreement dated as of **[_____]** 1, 2026 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the *"Agreement"*), between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (the *"District"*), and WELLS FARGO BANK, NATIONAL ASSOCIATION, together with its successors and assigns (the *"Lender"*). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Agreement is to confirm the agreement between the Lender and the District with respect to the Commitment Fees, the Applicable Spread for Loans and certain other fees payable to the Lender. This Fee Agreement is the Fee Agreement referenced in the Agreement and the terms of this Fee Agreement are incorporated by reference into the Agreement. This Fee Agreement and the Agreement are to be construed as one agreement between the District and the Lender, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees, and expenses payable under this Fee Agreement.

ARTICLE I

FEES

Section 1.1. Commitment Fees. (a) The District agrees to pay to the Lender a nonrefundable commitment fee (the *"Commitment Fee"*) payable quarterly in arrears with the first payment being due on _____, 2026 (for the period commencing on the Closing Date and ending on _____, 2026), and thereafter (i) for each Commitment Fee payment date which occurs in April, July or October, on the fifth (5th) calendar day of each such month and (ii) for each Commitment Fee payment date which occurs in January, no later than the eighth (8th) calendar day of such month, to and including the Termination Date, and on the Termination Date, equal to the product of the rate per annum (the *"Commitment Fee Rate"*) for each day in the related fee period then-ending, in an amount equal to the product of the rate per annum specified below (the *"Commitment Fee Rate"*) corresponding to the applicable Rating (as hereinafter defined) set forth in the applicable Level in the pricing matrix below for each such day during the related fee period multiplied by the Unutilized Commitment for each such day during each related fee period:

	UNDERLYING RATINGS			
LEVEL	MOODY'S	FITCH	S&P	COMMITMENT FEE RATE
I	Aa3 or above	AA- or above	AA- or above	0.21%
II	A1	A+	A+	0.26%
III	A2	A	A	0.31%
IV	A3	A-	A-	0.36%
V	Baa1	BBB+	BBB+	0.51%
VI	Baa2	BBB	BBB	0.71%
VII	Baa3	BBB-	BBB-	0.96%

(b) *"Rating"* as used above shall mean the long-term unenhanced debt rating assigned by any of Moody's, Fitch, and S&P to any unenhanced Parity Debt of the District. In the event of a split rating (*i.e.*, the Rating of any of Moody's, Fitch, or S&P is at a different level than the Rating of either of the other Rating Agencies), the Commitment Fee Rate shall be based upon the Level in which the lowest Rating appears (for avoidance of doubt, Level VII above is the Level with the lowest Ratings and Level I is the Level with the highest Ratings for purposes of the above pricing matrix). Any change in the Commitment Fee Rate resulting from a change in any Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to ratings above are references to rating categories as presently determined by Moody's, Fitch, or S&P, as applicable, and in the event of adoption of any new or changed rating system by any of Moody's, Fitch, or S&P or a "global" rating scale by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The District acknowledges that as of the Closing Date the Commitment Fee Rate is that specified above in Level I. Such fee shall accrue from (and including) the Closing Date through (and including) the Termination Date and shall be calculated on the basis of a 360-day year based upon the actual number of days elapsed. In the event the Rating assigned by any Rating Agency is withdrawn, suspended or otherwise unavailable, but not solely as a result of debt maturity or defeasance (and such Rating Agency stipulates in writing that the rating action is being taken for non-credit related reasons) or upon the occurrence and during the continuance of any Event of Default, then in each such case, the Commitment Fee Rate shall increase automatically and immediately to the Commitment Fee Rate specified above in Level VII plus an additional 1.00%.

Section 1.2. Amendment Fee. The District also hereby agrees to pay to the Lender within thirty (30) days of the date any amendment to the Agreement is entered into between the parties to the Agreement, an amendment fee in such amount agreed to by the District and the Lender with respect to such amendment, plus the reasonable fees of any domestic or foreign legal counsel, as applicable, retained by the Lender in connection therewith; *provided, however,* there shall be no amendment fee for amendments to the Agreement solely for the purposes of extending the Facility Maturity Date.

Section 1.3. No Termination or Reduction Fee. The District shall pay to the Lender no optional reduction fee or termination fee in connection with any optional reduction or termination of all or any portion of the Commitment.

Section 1.4. Applicable Spread. For purposes of the Agreement, *"Applicable Spread"* means a rate per annum associated with the Level corresponding to the Ratings, as specified below.

Level	Moody's Rating	S&P Rating	Fitch Rating	Applicable Spread
I	Aa3 or above	AA- or above	AA- or above	0.42%
II	A1	A+	A+	0.47%
III	A2	A	A	0.52%
IV	A3	A-	A-	0.57%
V	Baa1	BBB+	BBB+	0.77%
VI	Baa2	BBB	BBB	1.02%
VII	Baa3	BBB-	BBB-	1.32%

The following clauses shall apply to the pricing matrix set forth above.

(a) The term *"Rating"* shall be determined pursuant to Section 1.1(b) herein. In the event of a split rating (*i.e.*, the Rating of any of Moody's, Fitch, or S&P is at a different level than the Rating of either of the other Rating Agencies), the Applicable Spread shall be based upon the Level in which the lowest Rating appears (for avoidance of doubt, Level VII above is the Level with the lowest Ratings and Level I is the Level with the highest Ratings for purposes of the above pricing matrix). References to ratings above are references to rating categories as presently determined by Moody's, Fitch, or S&P, as applicable, and in the event of adoption of any new or changed rating system by any of Moody's, Fitch, or S&P or a "global" rating scale by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event the Rating assigned by any Rating Agency is withdrawn, suspended or otherwise unavailable, but not solely as a result of debt maturity or defeasance (and such Rating Agency stipulates in writing that the rating action is being taken for non-credit related reasons) or upon the occurrence and during the continuance of any Event of Default, then in each such case, the Loans will bear interest at the Default Rate.

(b) Any change in the Applicable Spread resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of such change. The District acknowledges that as of the Closing Date the Applicable Spread is that specified above for Level I.

ARTICLE II

MISCELLANEOUS

Section 2.1. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the District and the Lender.

Section 2.2. Governing Law; Venue. (a) This Fee Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles that would require the application of different governing law.

(b) All litigation arising out of, or relating to this Fee Agreement, shall be brought in a state or federal court located in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts and waive any defense of forum non conveniens. If for any reason no State or Federal court sitting in the County of Los Angeles can and will accept jurisdiction over any such suit, action or proceeding, then the exclusivity of jurisdiction in such courts in the County of Los Angeles shall not apply and such suit, action or proceeding may be brought in any other state or federal court in the State of California which will accept jurisdiction over such matter. Notwithstanding anything in this Fee Agreement to the contrary, no action, suit or other proceeding may be maintained against the District or the County unless notice and presentment of such claim shall have been given in accordance with the procedural laws of the State of California and the County of Los Angeles. Service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 8.01 of the Agreement; *provided, however,* that service of process with respect to the District shall be made to the Executive Officer Clerk of the Board of Education.

Section 2.3. Counterparts. This Fee Agreement may be executed in multiple counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.4. Severability. Any provision of this Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.5. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties acknowledge and agree that this document and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format (*"PDF"*) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings

including, without limitation, trials and arbitrations, relating to or arising under this document. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. Notwithstanding the foregoing, the Lender may, in its sole and exclusive discretion, also require delivery of this document and any related documents, and any amendments or waivers hereto or thereto, with an original signature for its records and two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

Section 2.6. Representation by Legal Counsel; Joint Preparation. The parties hereto have participated jointly in the negotiation and drafting of this Fee Agreement, and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Fee Agreement. In the event an ambiguity or question of intent or interpretation arises, this Fee Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Fee Agreement.

Section 2.7. No Disclosure. Unless required by law, the District shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to any Person or for posting on the Electronic Municipal Market Access website as provided by the Municipal Securities Rulemaking Board unless the Lender provides its prior written consent.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fee and Interest Rate Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____

Name: _____

Title: _____

[Signature Page to Fee and Interest Rate Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ATTACHMENT D

INDENTURE

by and between

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of _____ 1, 202_

Relating to:

**Los Angeles Unified School District
Judgment Obligation Bonds**

and

**$_____
Los Angeles Unified School District
Judgment Obligation Bonds, Series _____A
(Federally Taxable)**

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS; EQUAL SECURITY 4

Section 1.01. Definitions 4

Section 1.02. Equal Security 10

ARTICLE II THE BONDS 11

Section 2.01. Authorization of Bonds; Bonds Constitute Obligations Imposed by Law 11

Section 2.02. Terms of Series _____A Bonds 11

Section 2.03. Transfer and Exchange of Bonds 12

Section 2.04. Registration Books 13

Section 2.05. Form of Series _____A Bonds 13

Section 2.06. Execution of Bonds 13

Section 2.07. Temporary Bonds 13

Section 2.08. Bonds Mutilated, Lost, Destroyed or Stolen 14

Section 2.09. Book-Entry Bonds 14

Section 2.10. Conditions for the Issuance of Additional Bonds 16

Section 2.11. Procedure for the Issuance of Additional Bonds 17

ARTICLE III ISSUANCE OF BONDS 18

Section 3.01. Issuance of Bonds 18

Section 3.02. Application of Proceeds of the Series _____A Bonds 18

Section 3.03. Costs of Issuance Fund 18

Section 3.04. Refunding Fund 18

ARTICLE IV REDEMPTION OF BONDS 20

Section 4.01. Optional Redemption of Series _____A Bonds 20

Section 4.02. Selection of Bonds for Redemption and Series _____A Bonds for Redemption 21

Section 4.03. Partial Redemption of Bonds 21

Section 4.04. Notice of Redemption 21

Section 4.05. Effect of Notice of Redemption 22

ARTICLE V SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS 23

Section 5.01. Pledge 23

Section 5.02. Bond Fund 23

TABLE OF CONTENTS
(Continued)

Page

Section 5.03. Rebate Fund 23
Section 5.04. Investment of Moneys 24
ARTICLE VI COVENANTS 25
Section 6.01. Punctual Payment and Performance 25
Section 6.02. Extension of Payment of Bonds 25
Section 6.03. Additional Obligations 25
Section 6.04. Power to Issue Bonds 25
Section 6.05. Prosecution and Defense of Suits 25
Section 6.06. District Budgets 25
Section 6.07. Continuing Disclosure 25
Section 6.08. Further Assurances 26
ARTICLE VII THE TRUSTEE 27
Section 7.01. Duties and Liabilities of Trustee 27
Section 7.02. Merger or Consolidation 28
Section 7.03. Liability of Trustee 28
Section 7.04. Right to Rely on Documents 29
Section 7.05. Accounting Records and Reports; Preservation and Inspection of Documents 29
Section 7.06. Compensation and Indemnification 30
ARTICLE VIII SUPPLEMENTAL INDENTURES 31
Section 8.01. Modifications and Amendments Permitted 31
Section 8.02. Effect of Supplemental Indenture 32
Section 8.03. Endorsement of Bonds; Preparation of New Bonds 32
Section 8.04. Amendment of Particular Bonds 32
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES 33
Section 9.01. Events of Default 33
Section 9.02. Remedies for Events of Default 33
Section 9.03. Application of Funds Upon Acceleration 33
Section 9.04. Power of Trustee to Enforce 34
Section 9.05. Bond Owners Direction of Proceedings 35

TABLE OF CONTENTS
(Continued)

Page

Section 9.06. Limitation on Bond Owners' Right to Sue 35
Section 9.07. Absolute Obligation 35
Section 9.08. Termination of Proceedings 35
Section 9.09. Remedies Not Exclusive 36
Section 9.10. No Waiver of Default 36
ARTICLE X DEFEASANCE 37
Section 10.01. Discharge of Indenture 37
Section 10.02. Bonds Deemed to Have Been Paid 37
Section 10.03. Payment of Bonds After Discharge of Indenture 38
ARTICLE XI MISCELLANEOUS 39
Section 11.01. Benefits of the Indenture Limited; Third-Party Beneficiary 39
Section 11.02. Successor is Deemed Included in All References to Predecessor 39
Section 11.03. Destruction of Bonds 39
Section 11.04. Waiver of Notice; Requirement of Mailed Notice 39
Section 11.05. Severability of Invalid Provisions 39
Section 11.06. Notices 39
Section 11.07. Evidence of Rights of Bond Owners 40
Section 11.08. Disqualified Bonds 41
Section 11.09. Money Held for Particular Bonds 41
Section 11.10. Funds and Accounts 41
Section 11.11. Payment on Non-Business Days 41
Section 11.12. Waiver of Personal Liability 41
Section 11.13. Interpretation 41
Section 11.14. Execution in Several Counterparts 42
Section 11.15. Electronic Signatures 42
Section 11.16. Governing Law 42

TABLE OF CONTENTS
(Continued)

Page

APPENDIX A FORM OF BOND A-1

APPENDIX B SERIES _____A JUDGMENT OBLIGEES AND/OR SERIES _____A NOTES B-1

APPENDIX C FORM OF SUPPLEMENTAL INDENTURE C-1

APPENDIX C-A FORM OF SERIES _____ BOND C-A-1

APPENDIX C-B [SERIES _____ JUDGMENT OBLIGEES][SERIES _____ NOTES] [AND/OR] [SERIES _____ PROR BONDS] C-B-1

INDENTURE

THIS INDENTURE (this "**Indenture**"), dated as of _____ 1, 202_, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the "**District**"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**"),

W I T N E S S E T H:

WHEREAS, the District is obligated, and anticipates the potential to be obligated on similar terms, to pay certain claimants and/or plaintiffs (each, a "**Judgment Obligee**" and, collectively, the "**Judgment Obligees**") with respect to final judgments or orders for monetary damages against the District following concluded litigation or stipulated settlement (each such judgment or order which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, being referred to herein as, a "**Judgment**" and, collectively, the "**Judgments**") by the applicable court or courts, including, without limitation, the California Superior Court before which several claims are currently pending, as a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 ("**AB 218**") and similar claims for tort liability; and

WHEREAS, the District is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "**Refunding Law**") to issue refunding notes or bonds for the purpose of refunding any evidence of indebtedness of the District; and

WHEREAS, the Board of Education of the District (the "**Board**") has determined that it is in the best interests of the District to refund, from time to time, the District's obligations to the Judgment Obligees evidenced by the Judgments; and

WHEREAS, for the purposes of providing interim satisfaction and refunding of the District's obligations to the Judgment Obligees evidenced by the Judgments, the Board has determined that it would be in the best interests of the District to enter into one or more revolving credit agreements (each, a "**Revolving Credit Agreement**" or, collectively, the "**Revolving Credit Agreements**") with one or more banks, each as a lender (each, a "**Lender**" or, collectively, the "**Lenders**"), that will be drawn upon only as funds are needed to satisfy any Judgment or Judgments; and

WHEREAS, the District's obligations under each Revolving Credit Agreement shall be evidenced by judgment obligation promissory notes to be issued by the District as provided therein (each, a "**Note**" or, collectively, the "**Notes**") evidencing the short-term borrowing by the District; and

WHEREAS, to confirm the agreement between each Lender and the District with respect to certain commitment fees and certain other fees payable to such Lender under the related Revolving Credit Agreement, the Board has determined to enter into one or more fee agreements (each, a "**Fee Agreement**" or, collectively, the "**Fee Agreements**") with each Lender; and

WHEREAS, pursuant to the Resolution of the Board adopted on ___, 2025 (the "**Resolution**"), for purposes of providing a more permanent financing solution for the District's obligations to the Judgment Obligees evidenced by the Judgments consistent with the District's long-term budgetary objectives, the Board has authorized the issuance of its Los Angeles Unified School District Judgment Obligation Bonds in one or more series on one or more sale dates each on a federally tax-exempt or taxable basis (as further defined herein, the "**Bonds**") to represent the aggregate amounts to be payable to Judgment Obligees in satisfaction of Judgments from time to time including, without limitation, amounts payable to (a) each Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under the related Notes, Revolving Credit Agreement, and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)), (b) Judgment Obligees directly in satisfaction of any Judgment or Judgments from time to time, and (c) holders of Bonds then outstanding which previously refunded any Notes, any Judgment or Judgments, and/or any previously issued Bonds, each as authorized herein, and (d) related costs of issuance of such Bonds (including underwriter's discount or placement agent fee and bond insurance premium, if any); and

WHEREAS, it is acknowledged that as an obligation of the District, each and every refunding Note issued to refund and discharge a related Judgement and/or Bond issued to refund and discharge a related Note and/or Judgement, take on the character of and represent the refunded obligation of the District as an obligation imposed by law to pay a Judgment Obligee or Judgment Obligees as a result of a Judgment or Judgments; and

WHEREAS, the District is obligated to pay the Series _____A Judgment Obligees and the holders of Series _____A Notes specified in Appendix B to this Indenture; and

WHEREAS, as authorized and in furtherance of the terms of the Resolution, the Board desires to cause the District to issue the first series of Bonds to be designated "Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable)" (the "**Series _____A Bonds**"), in the aggregate principal amount of $_____, to refund the Judgments ("Series A Judgments") and the Series _____A Notes specified in Appendix B to this Indenture; and

WHEREAS, the District has provided a wire transfer of federal funds in the amount of $_____ representing a contribution of insurance proceeds to the refunding of certain Series _____A Judgments and has directed the Trustee to deposit such amount in the Series _____A Refunding Account of the Refunding Fund;

WHEREAS, the District desires to provide for the issuance of additional Bonds (the "**Additional Bonds**") payable on a parity with the Series _____A Bonds (the Series _____A Bonds and any such Additional Bonds being collectively referred to as the "**Bonds**"); and

WHEREAS, in order to provide for the execution, authentication and delivery of the Bonds, to establish and declare the conditions and terms upon which the Bonds are to be issued and to secure the payment of the interest thereon and the principal thereof, the District has authorized the execution and delivery of this Indenture; and

WHEREAS, the District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the District and authenticated and delivered by the Trustee hereunder, valid, binding and legal obligations of the District payable in accordance with their terms, and to constitute this Indenture a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the interest on and the principal of all Bonds at any time issued and outstanding hereunder according to their tenor, and to secure the performance and observance of all the agreements and covenants herein and therein set forth, and to declare the conditions and terms upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the respective registered owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the District does hereby agree and covenant with the Trustee, for the benefit of the respective registered owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

"Additional Bonds" means Bonds, other than Series _____A Bonds, issued hereunder in accordance with the provisions of Sections 2.10 and 2.11 hereof.

"Authorized Denominations" means, with respect to the Series _____A Bonds, $5,000 and any integral multiple thereof and, with respect to a Series of Additional Bonds, such denominations set forth in the Supplemental Indenture related to such Series.

"Authorized Representative" means the Superintendent of the District, the Chief Financial Officer of the District, the Deputy Chief Financial Officer of the District and the Controller of the District, including anyone serving as an interim or provisional officer in such positions, and any other Person authorized by the Board of the District or the Superintendent to act on behalf of the District under or with respect to this Indenture and designated as an Authorized Representative in a Written Certificate of the District filed with the Trustee.

"Bond Counsel" means a firm of nationally recognized bond counsel selected by the District and acceptable to the Trustee.

"Bond Fund" means the fund by that name established and held by the Trustee pursuant to Section 5.02 hereof.

"Bonds" means the Los Angeles Unified School District Judgment Obligation Bonds issued in accordance with this Indenture and includes the Series _____A Bonds and any Additional Bonds.

"Book-Entry Bonds" means the Bonds of a Series registered in the name of the nominee of DTC, or any successor securities depository for such Series of Bonds, as the registered owner thereof pursuant to the terms and provisions of Section 2.09 hereof.

"Board" means the Board of Education of the District.

"Business Day" means a day other than (a) Saturday or Sunday, (b) a day on which banking institutions in the city or cities in which the principal corporate trust office of the Trustee is located are authorized or required by law to be closed, or (c) a day on which the New York Stock Exchange is closed or the payment system of the Federal Reserve is not operational.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"Closing Date" means, as appropriate to the context, the Series _____A Closing Date, and/or the closing date(s) for any series of Additional Bonds.

"Code" means the Internal Revenue Code of 1986.

"Continuing Disclosure Certificate (Series _____A Bonds)" means the Continuing Disclosure Certificate, dated the Series _____A Closing Date, of the District, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District relating to the refunding of any Judgments and/or Notes (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under such Notes, related Revolving Credit Agreement and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee)), the authorization, issuance, sale and delivery of the Bonds, and any costs of refunding of Bonds, including but not limited to printing expenses, rating agency fees, bond insurance premiums, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel (including the Trustee's first annual administrative fee), fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03 hereof.

"District" means the Los Angeles Unified School District, a school district organized and existing under the Constitution and laws of the State of California.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor appointed pursuant to Section 2.09 hereof.

"Event of Bankruptcy" means the filing of a petition in bankruptcy or the commencement of a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against the District.

"Event of Default" means an event described as such in Section 9.01 hereof.

"Federal Securities" means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

"Fee Agreement" means, as the context suggests, the related Fee Agreement, together with any amendments or supplements thereto, between the District and the respective Lender.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other annual accounting period hereafter designated by the District as its Fiscal Year in accordance with applicable law.

"Indenture" means this Indenture, dated as of _____ 1, 202_, by and between the District and the Trustee, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture.

"Insurance Policy" means the Municipal Bond Insurance Policy, if any, issued by the applicable Insurer and guaranteeing, in whole or in part, the scheduled payment of principal of and interest on Insured Bonds of a Series of Bonds when due.

"Insured Bonds" shall mean any Bonds the payment of the principal of or interest on which is guaranteed by an Insurer.

"Insurer" means the issuer or issuers, if any, of a policy or policies of municipal bond insurance obtained by the District to insure the payment of the principal of or interest on Insured Bonds of a Series of Bonds issued under the Indenture, when due otherwise than by acceleration, and which, in fact, are at any time insuring such Series of Bonds.

For the purposes of this definition, all consents, approvals or actions required by the Insurer, if any, shall be by action of a majority of all Insurers (based upon the aggregate principal amount of Outstanding Bonds insured by each such Insurer) if there is more than a single Insurer.

"Insurer Expenses" means any and all charges, fees, costs and expenses which the Insurer may reasonably pay or incur in connection with (a) the administration, enforcement, defense or preservation of any rights or security hereunder, (b) the pursuit of any remedies hereunder or otherwise afforded by law or equity, (c) any amendment, waiver or other action with respect to, or related to, this Indenture, whether or not executed or completed, (d) the violation by the District of any law, rule or regulation, or any judgment, order or decree applicable to it, or (e) any litigation or other dispute in connection with this Indenture or the transactions contemplated hereby, other than amounts resulting from the failure of the Insurer to honor its obligations under the Insurance Policy.

"Interest Payment Date" means April 1 and October 1 of each year, commencing, _____ 1, 202_, with respect to the Series _____A Bonds, so long as any Series _____A Bonds remain Outstanding.

"Judgment" or "Judgments" has the meaning set forth in the first WHEREAS clause above and as to a Series of Bonds, the Judgment or Judgments refunded thereby.

"Judgment Obligee" or **"Judgment Obligees"** means the Person or Persons to whom the District is obligated to make payments pursuant to the terms of the Judgment or Judgments as set forth in the first WHEREAS clause above.

"Lender" means the respective lending bank under a Revolving Credit Agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District and specified to the Trustee in writing.

"Note" or "Notes" has the meaning set forth in the seventh WHEREAS clause above.

"Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California; provided, however, that for purposes of payment, exchange, transfer, surrender and cancellation of Bonds, such term means the principal corporate trust office of the Trustee in Saint Paul, Minnesota, or such other office as may be specified to the District by the Trustee in writing.

"Original Purchaser" means, with respect to the Series _____A Bonds, _____, on behalf of itself and as representative of _____ , the original purchasers of the Series _____A Bonds from the District.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.08 hereof) all Bonds except (a) Bonds theretofore canceled and destroyed by the Trustee or surrendered to the Trustee for cancellation and destruction, (b) Bonds paid or deemed to have been paid within the meaning hereof, and (c) Bonds in lieu of or in substitution for which other Bonds shall have been executed by the District and authenticated and delivered by the Trustee pursuant hereto.

"Owner" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"Participant" means any entity which is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

"Participating Underwriter (Series _____A Bonds)" has the meaning ascribed thereto in the Continuing Disclosure Certificate (Series _____A Bonds).

"Permitted Investments" means any of the following to the extent then permitted by applicable laws:

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("**United States Treasury Obligations**"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated (collectively "**United States Obligations**"). These include, but are not necessarily 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 & Urban Development
  Local authority bonds

(2) Obligations of instrumentalities or agencies of the United States of America limited to the following: (a) the Federal Home Loan Bank Board ("**FHLB**"); (b) the Federal Home Loan Mortgage Corporation ("**FHLMC**"); (c) the Federal National Mortgage Association ("**FNMA**"); (d) Federal Farm Credit Bank ("**FFCB**"); (e) Government National Mortgage Association ("**GNMA**"); (f) Student Loan Marketing Association ("**SLMA**"); and (g) guaranteed portions of Small Business Administration ("**SBA**") notes.

(3) Shares of beneficial interest issued by diversified management companies, known as money market funds, registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 *et seq*.) and whose fund either (a) is restricted to obligations issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States or (b) is rated in the highest rating category by either S&P or Moody's.

"Person" means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Rebate Fund" means the fund by that name established and held by the Trustee pursuant to Section 5.03 hereof.

"Rebate Requirement" has the meaning ascribed thereto in the Tax Certificate.

"Record Date" means the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day.

"Refunding Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.04 hereof.

"Refunding Law" means Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.04 hereof.

"Representation Letter" means the Letter of Representations from the District to DTC, or any successor securities depository for the Bonds, in which the District makes certain representations with respect to issues of its securities for deposit by DTC or such successor depository.

"Resolution" has the meaning set forth in the eighth WHEREAS clause above.

"Revolving Credit Agreement" means, as the context suggests, the related Revolving Credit Agreement, together with any amendments or supplements thereto, between the District and the respective Lender.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District and specified to the Trustee in writing.

"Series" means the initial series of Bonds executed, authenticated and delivered on the date of initial issuance thereof and identified pursuant to this Indenture as the Series _____A Bonds, and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

"Series _____A Bonds" means the "Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable)" issued hereunder.

"Series _____A Closing Date" means _____, 202_, as the date of closing and delivery of the Series _____A Bonds.

"Series _____A Cost of Issuance Account" means the account by that name established and held by the Trustee in the Cost of Issuance Fund pursuant to Section 3.03 hereof.

"Series _____A Judgment Obligees" means the Judgment Obligees under the Series _____A Judgments specified in Appendix B to this Indenture.

"Series _____A Judgments" means the Judgments specified in Appendix B to this Indenture.

"Series _____A Note Resolution" means the resolution of the District providing for the issuance of the Series _____A Notes as a temporary borrowing by the District for the purpose of refunding one or more Judgments as specified therein.

"Series _____A Notes" means the notes issued to refund one or more Judgments as specified in Appendix B to this Indenture as promissory notes as provided in the related Series _____A Revolving Credit Agreement and/or the Notes issued as a temporary borrowing pursuant to the Series _____A Note Resolution.

"Series _____A Refunding Account" means the account by that name established and held by the Trustee in the Refunding Fund pursuant to Section 3.04 hereof.

"State" means the State of California.

"Supplemental Indenture" means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means, collectively, or with respect to a Series of Bonds, as the context suggests, the Tax Certificate executed by the District at the time of issuance of the related Series of Bonds issued as Tax-Exempt Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof, including, without limitation, the Tax Certificate (Series _____A Bonds).

"Tax-Exempt Bonds" means, with respect to interest on any obligations of a state or local government that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Trustee" means U.S. Bank Trust Company, National Association a national banking association organized and existing under the laws of the United States of America, or any successor thereto as Trustee hereunder, appointed as provided herein.

"Written Certificate" and **"Written Request"** of the District mean, respectively, a written certificate or written request signed in the name of the District by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of and interest on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds; Bonds Constitute Obligations Imposed by Law. The District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Refunding Law and other applicable laws of the State of California for the purpose of satisfying the District's payment obligations under, and the refunding of, the Judgments and the Notes, the Revolving Credit Agreements, and the Fee Agreements (including costs of issuance of such Notes, underwriter's discount or placement agent fee) and Bonds then Outstanding under this Indenture (including costs of issuance and underwriter's discount or placement agent fee) the proceeds of which have previously refunded a Judgement or Judgments, each as specified in this Indenture as related to such Series of Bonds. The Bonds may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein. The Bonds shall be designated generally as the "Los Angeles Unified School District Judgment Obligation Bonds," each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds.

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

Section 2.02. Terms of Series _____A Bonds. (a) The Series _____A Bonds shall be designated "Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable)." The aggregate principal amount of Series _____A Bonds that may be issued and Outstanding under this Indenture shall not exceed $_____, except as may be otherwise provided in Section 2.08 hereof.

(b) The Series _____A Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Series _____A Bond shall have more than one maturity date. The Series _____A Bonds shall be dated as of the Series _____A Closing Date, shall be issued in the aggregate principal amount of $_____, shall mature on October 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

Maturity Date (October 1)	Principal Amount	Interest Rate

(c) Interest on the Series _____A Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series _____A Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date; (ii) a Series _____A Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Series _____A Closing Date; or (iii) interest on any Series _____A Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full or made available for such payment, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series _____A Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Except as otherwise provided in the Letter of Representations, interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date, except that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Series _____A Bonds, upon the written request of such Owner to the Trustee, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee.

(d) The principal of and premium, if any, on the Series _____A Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

Section 2.03. Transfer and Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation,

accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity in a like aggregate principal amount of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.04. Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the District; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

Section 2.05. Form of Series _____A Bonds. The Series _____A Bonds shall be in substantially the form set forth in Appendix A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby. Only such of the Series _____A Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Appendix A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Series _____A Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.06. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the District with the manual or facsimile signature of the President of the Board of the District or the Chief Financial Officer of the District, countersigned by the manual or facsimile signature of the Executive Officer of the Board of the District. The District's seal, or a facsimile thereof, may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the District before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the District as though those who signed and attested the same had continued to be such officers of the District, and also any Bonds may be signed and attested on behalf of the District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the District although at the nominal date of such Bonds any such Person shall not have been such officer of the District.

Section 2.07. Temporary Bonds. The Bonds may be issued in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by

the District, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it shall execute and deliver definitive Bonds as promptly thereafter as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds of the same maturity in Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.08. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be destroyed by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The District may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the District and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

Section 2.09. Book-Entry Bonds. (a) Except as provided in subsection (c) of this Section, the registered Owner of all of the Series _____A Bonds shall be DTC and the Series _____A Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Indenture, payment of interest with respect to any Book-Entry Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the payment date for the Book-Entry Bonds at the address indicated on the Record Date for Cede & Co. in the Registration Books or as otherwise provided in the Representation Letter.

(b) The Series _____A Bonds shall be initially issued in the form of separate single fully registered Book-Entry Bonds in the amount of each separate stated maturity of the Book-Entry Bonds. Upon initial issuance, the ownership of such Book-Entry Bonds shall be registered in the Registration Books in the name of Cede & Co., as nominee of DTC. The Trustee and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Book-Entry Bonds registered in its name for the purposes of payment of the principal or interest with respect to the Book-Entry Bonds, giving any notice permitted or required to be given to Owners of Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, under this Indenture, registering the transfer of such Book-Entry Bonds, obtaining any consent or other action to be taken by

Owners of such Book-Entry Bonds and for all other purposes whatsoever, and neither the Trustee nor the District shall be affected by any notice to the contrary. Neither the Trustee nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Book-Entry Bonds under or through DTC or any Participant, or any other person which is not shown on the Registration Books as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC; any notice which is permitted or required to be given to Owners of Book-Entry Bonds under this Indenture; or any consent given or other action taken by DTC as Owner of Book-Entry Bonds. The Trustee shall pay all principal and interest with respect to the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, to the extent of the sum or sums so paid. Except under the conditions of (c) below, no person other than DTC shall receive an executed Book-Entry Bond for each separate stated maturity. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the term "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) In the event (i) DTC, including any successor as securities depository for the Book-Entry Bonds, determines not to continue to act as securities depository for the Book-Entry Bonds; or (ii) the District determines that the incumbent securities depository shall no longer so act, and delivers a written certificate to the Trustee to that effect, then the District will discontinue the book-entry system with the incumbent securities depository for such Book-Entry Bonds. If the District determines to replace the incumbent securities depository for the Book-Entry Bonds of a Series with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate fully registered Book-Entry Bond for the aggregate outstanding principal amount of Book-Entry Bonds of each maturity of such Series, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the District, the Trustee and the successor securities depository for the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, as are not inconsistent with the terms of this Indenture. If the District fails to identify another qualified successor securities depository of the Book-Entry Bonds registered in the name of Cede & Co., as nominee for DTC, to replace the incumbent securities depository, then the Book-Entry Bonds shall no longer be restricted to being registered in the Registration Books in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Book-Entry Bonds, or its nominee, shall designate. In such event the Trustee shall authenticate and deliver a sufficient quantity of Book-Entry Bonds as to carry out the transfers and exchanges provided in Sections 2.03, 2.07 and 2.08. All such Book-Entry Bonds shall be in fully registered form in denominations authorized by this Indenture.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Book-Entry Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal and interest with respect to such Book-Entry Bond and all notices with respect to

such Book-Entry Bond shall be made and given, respectively, as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Owners of Book-Entry Bonds pursuant to this Indenture by the District or the Trustee with respect to any consent or other action to be taken by Owners, the District or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.10. Conditions for the Issuance of Additional Bonds. The District may at any time issue Additional Bonds on a parity with the Series _____A Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The District shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Refunding Law and shall have been provided for by a Supplemental Indenture which shall specify the following:

(i) The purpose for which such Additional Bonds are to be issued; provided that such Additional Bonds shall be applied solely for (i) refunding the District's obligations to the Judgment Obligees evidenced by the Judgments, (ii) refunding the District's obligations to any Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under the related Notes, Revolving Credit Agreement, and Fee Agreement, and costs of issuance of such Notes (including underwriter's discount or placement agent fee), (iii) refunding Bonds Outstanding under this Indenture, and (iv) paying costs incidental to or connected with the issuance of Additional Bonds for such purpose;

(ii) Specification of the respective Judgment Obligees and/or the respective Lenders or other holders of the related Notes to be refunded by such Additional Bonds;

(iii) The principal amount and Series designation of such Series of Additional Bonds and the denomination or denominations of the Additional Bonds, which shall be Authorized Denominations;

(iv) That such Additional Bonds shall be payable as to interest on the Interest Payment Dates, except that the first installment of interest may be payable on either April 1 or October 1.

(v) The date, the maturity date or dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, that (A) the serial Bonds of such Series of Additional Bonds shall be payable as to principal annually on October 1 of each year in which principal falls due, and the term Bonds of such Series of Additional Bonds shall have annual mandatory sinking fund redemptions on October 1, (B) all Additional Bonds of a Series of like maturity shall be identical in all respects, except as to number or denomination and if Additional Bonds of the same Series maturing in a single year are issued with different interest

rates, such differing interest rates, and (C) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(vi) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds; and

(vii) Such other provisions (including the requirements of a book-entry bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Section 2.11. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Refunding Law, the District shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon the Written Request of the District, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

(a) An executed copy of the Supplemental Indenture authorizing the issuance of such Additional Bonds;

(b) A Written Request of the District as to the delivery of such Additional Bonds;

(c) An Opinion of Counsel to the effect that (i) the District has executed and delivered the Supplemental Indenture and the Supplemental Indenture is a valid and binding obligation of the District, and (ii) such Additional Bonds are valid and binding obligations of the District;

(d) A Written Certificate of the District stating that all requirements of Section 2.10 have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein; and

(e) Such further documents, money or securities as are required by the provisions of the Supplemental Indenture providing for the issuance of such Additional Bonds.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance of Bonds. The District may, at any time, execute the Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Bonds and deliver the Bonds to the Original Purchaser upon receipt of a Written Request of the District and upon receipt of the purchase price therefor.

Section 3.02. Application of Proceeds of the Series _____A Bonds. On the Series _____A Closing Date, the proceeds of the sale of the Series _____A Bonds as well as the contribution of insurance proceeds by the District to the refunding in the amount of $_____ shall be paid to the Trustee and said amounts shall be deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of $[_____] in the Series _____A Costs of Issuance Account.

(b) The Trustee shall deposit the amount of $[_____] in the Series _____A Refunding Account, constituting the remainder of said proceeds.

Section 3.03. Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Costs of Issuance Fund," which shall be held by the Trustee in trust. Within the Costs of Issuance Fund, the Trustee shall establish and maintain a separate account designated the "Series _____A Costs of Issuance Account." Upon the issuance of Additional Bonds, the Trustee shall also establish and maintain, within the Costs of Issuance Fund, a separate Costs of Issuance Account for each Series of Additional Bonds. On the Series _____A Closing Date, the Trustee shall deposit in the Series _____A Costs of Issuance Account the amount specified in Section 3.02(a).

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund; in each case together with a statement or invoice for each amount requested thereunder. On the date that is six months after the Series _____A Closing Date, any amounts then remaining in the Series _____A Costs of Issuance Account shall be withdrawn therefrom by the Trustee transferred to the Bond Fund and upon such transfer the Series _____A Costs of Issuance Account shall be closed.

Section 3.04. Refunding Fund. (a) There is hereby established a separate fund to be known as the "Refunding Fund," which shall be held by the Trustee in trust. Within the Refunding Fund, the Trustee shall establish and maintain a separate account designated the "Series _____A Refunding Account." Upon the issuance of Additional Bonds, the Trustee shall also establish and maintain, within the Refunding Fund, a separate Refunding Account for each Series of Additional Bonds. On the Series _____A Closing Date, the Trustee shall deposit in the Series _____A Refunding Account the amount specified in Section 3.02(b).

(b) On the Series _____A Closing Date, the District shall deliver to the Trustee a Written Request of the District stating (1) that the Board has duly authorized the refunding of the Series _____A Judgments and the Series _____A Notes with net proceeds of the Series _____A Bonds, (2) that the amount in the Series _____A Refunding Account shall be paid directly to the Series _____A Judgment Obligees and the holders of Series _____A Notes, and (3) instructions as to how such payment or payments are to be made directly to the Series _____A Judgment Obligees and the holders of Series _____A Notes, including the names or other identifying information of the Series _____A Judgment Obligees and the holders of Series _____A Notes to be so paid and, if applicable, the bank account number or numbers to which such payment or payments are to be made. The Trustee shall make such payment or payments on the Series _____A Closing Date and, after such payment or payments have been made, the Series _____A Refunding Account shall be closed.

(c) Upon the issuance of Additional Bonds, the District shall deliver to the Trustee a Written Request of the District stating (1) that the Board has duly authorized the refunding of the applicable Judgments, Notes and/or Bonds with net proceeds of such Series of Additional Bonds, (2) that the amount in the separate Refunding Account established for such Series of Additional Bonds shall be paid directly to the applicable Judgment Obligees, Lenders or other holders of the related Notes or Owners of the related Bonds to be so paid, and (3) instructions as to how such payment or payments are to be made directly to such Judgment Obligees, Lenders or other holders or Owners, including the names and other identifying information of such Judgment Obligees, Lenders or other holders or Owners and, if applicable, the bank account number or numbers to which such payment or payments are to be made.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Optional Redemption of Series _____ A Bonds.

(a) *Optional Redemption of Series _____A Bonds*. The Series _____A Bonds maturing on or after October 1, 20__ are subject to redemption prior to their respective stated maturities at the written direction of the District, from any moneys deposited by the District, as a whole or in part on any date (in such maturities as are designated in writing by the District to the Trustee) on or after October 1, 20__, at a redemption price of 100% of the principal amount of Series _____A Bonds called for redemption, together with accrued interest to the date fixed for redemption.

(b) *Optional Make-Whole Redemption of Series _____A Bonds*. The Series _____A Bonds are subject to redemption prior to their stated maturities at the option of the District, in whole or in part, on any date, at a redemption price equal to the greater of: (i) 100% of the principal amount of the Series _____A Bonds to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Series _____A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series _____A Bonds are to be redeemed, discounted to the date on which such Series _____A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus (A) with respect to Series _____A Bonds maturing on October 1, 20__ through and including October 1, 20__, __ basis points, (B) with respect to Series _____A Bonds maturing on October 1, 20__ through and including October 1, 20__, _ basis points, and (C) with respect to Series _____A Bonds maturing on October 1, 20__ through and including October 1, 20__, __ basis points; plus, in each case, accrued interest on such Series _____A Bonds to be redeemed to the redemption date.

For purposes of the foregoing provisions concerning optional redemption of the Series _____A Bonds, the following terms have the meanings described below:

"Treasury Rate" means, with respect to any redemption date for a particular Series _____A Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series _____A Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

At the request of the District, the optional make-whole redemption price of the Series _____A Bonds to be redeemed at the option of the District as described above will be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the District at the District's expense to calculate such redemption price. The District may conclusively

rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

(c) The District shall give the Trustee written notice of its intention to redeem Series _____A Bonds pursuant to this Section 4.01 not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee in its reasonable discretion or as directed by the Owners of not less than a majority of the Outstanding Series _____A Bonds.

Section 4.02. Selection of Bonds for Redemption and Series _____A Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds, among maturities as directed in a Written Certificate of the District, (b) with respect to Series _____A Bonds with the same maturity, (i) if the Series _____A Bonds are not Book-Entry Bonds, the Trustee shall select the Series _____A Bonds of such maturity to be redeemed among the Owners of such Series _____A Bonds on a pro rata basis as nearly as practicable, and (ii) if the Series _____A Bonds are Book-Entry Bonds, the Trustee shall select the Series _____A Bonds of such maturity to be redeemed on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Series _____A Bonds are held in book-entry form, the selection for redemption of such Series _____A Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Series _____A Bonds will be selected for redemption, in accordance with DTC procedures, by lot, and (c) with respect to any redemption of Additional Bonds, as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued. It is the District's intent that the redemption allocations described in clause (b)(ii) made by DTC be made on a pro rata pass-through distribution of principal basis as set forth in clause (b)(ii). The Trustee shall promptly notify the District in writing of the numbers of the Bonds so selected for redemption on such date. For purposes of such selection, any Bond may be redeemed in part in Authorized Denominations.

Section 4.03. Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Bond or Bonds of the same Series in Authorized Denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Section 4.04. Notice of Redemption. The Trustee on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, if any, the Series, the Bond numbers of the Bonds to be redeemed, and, if all of the Outstanding Bonds are being redeemed on such redemption date, shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any

defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

With respect to any notice of any optional redemption of Bonds of a Series, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02 hereof, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the redemption price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Section 4.05. Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the redemption (including the interest to the applicable redemption date) of the Bonds to be redeemed having been deposited in the Bond Fund, such Bonds shall become due and payable on said date, and said Bonds shall be paid at the redemption price thereof, together with interest accrued and unpaid to said date.

If, on said redemption date, moneys for the redemption of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and the Trustee shall deliver a certificate of destruction to the District.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01. Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, the District hereby pledges and grants a lien on and a security interest in all of the amounts held in the Bond Fund as security for the payment of the principal of and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Refunding Law. Said pledge shall constitute a first lien on such assets. The District expressly reserves the right to issue or incur other obligations for any of its corporate purposes.

Section 5.02. Bond Fund. (a) The Trustee shall establish, maintain and hold in trust a special fund designated the "Bond Fund." The Trustee shall deposit in the Bond Fund the amounts required to be deposited therein pursuant to Section 5.02(b) hereof and pursuant to any Supplemental Indenture.

(b) The District agrees and covenants that not later than two Business Days prior to each Interest Payment Date, it will transfer to the Trustee an amount which, together with the amount then on deposit in the Bond Fund, will equal the amount of the principal of and interest on the Bonds becoming due on such Interest Payment Date. The Trustee shall, upon receipt, deposit such amount in the Bond Fund.

(c) On or before each Interest Payment Date, the Trustee shall withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest then due and payable on the Bonds. If there are insufficient funds in the Bond Fund to pay the principal, if any, of and interest on the Bonds, the Trustee shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal of the Bonds.

Section 5.03. Rebate Fund. (a) Upon the issuance of a Series of Tax-Exempt Bonds, the Trustee shall establish and maintain a special fund designated the "Rebate Fund." There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article X hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the District, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Tax-Exempt Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and shall be transferred to the District to be expended for any lawful purpose of the District.

Section 5.04. Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed in a Written Request of the District received no later than two Business Days prior to the making of such investment. Moneys in all funds and accounts shall be invested in Permitted Investments maturing not later than the date on which the District estimates that such moneys will be required for the purposes specified in this Indenture. Absent timely written direction from the District, the Trustee shall invest any funds held by it in Permitted Investments described in clause (3) of the definition thereof.

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained therein.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. All investments of amounts deposited in any fund or account created by or pursuant to this Indenture shall be acquired, disposed of, and valued at fair market value.

Permitted Investments held in the Bond Fund shall be subject to the pledge, lien, and security interest described herein.

The Trustee or an affiliate thereof may act as principal or agent in the making or disposing of any investment and shall be entitled to its reasonable and customary fee therefor. Upon the Written Request of the District, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

ARTICLE VI

COVENANTS

Section 6.01. Punctual Payment and Performance. The District shall punctually pay the interest on and principal of every Bond issued in accordance with this Indenture in strict conformity with the terms hereof and of the Bonds, and shall faithfully observe and perform all the agreements and covenants required to be observed or performed by the District contained herein and in the Bonds.

Section 6.02. Extension of Payment of Bonds. The District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any Event of Default hereunder, to the benefits hereof, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended; provided, that nothing in this Section shall be deemed to limit the right of the District to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.03. Additional Obligations. The District expressly reserves the right to issue or incur other obligations for any of its corporate purposes.

Section 6.04. Power to Issue Bonds. The District is duly authorized to issue the Bonds and to enter into this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding obligations of the District in accordance with their terms. The Bonds constitute obligations imposed by law.

Section 6.05. Prosecution and Defense of Suits. The District shall defend against every suit, action or proceeding at any time brought against the District upon any claim to the extent involving the failure of the District to fulfill its obligations hereunder; provided, however, that the Trustee or any Owner at its election may appear in and defend any such suit, action or proceeding.

Section 6.06. District Budgets. The District shall in each Fiscal Year include in its budget a provision to provide funds in an amount sufficient to pay the principal of and interest on the Bonds coming due in such Fiscal Year.

Section 6.07. Continuing Disclosure. The District shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate (Series _____A Bonds) relating to the Series _____A Bonds. Notwithstanding any other provision of this Indenture, failure of the District to comply with such Continuing Disclosure Certificate (Series _____A Bonds) shall not constitute an Event of Default hereunder; provided, however, that the Trustee, at the written direction of any Participating Underwriter (Series _____A Bonds) or the holders of at least 25% of the aggregate principal amount of Outstanding Series _____A Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee, or any holder or Beneficial Owner of the Series _____A

Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 6.08. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the District shall promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

ARTICLE VII

THE TRUSTEE

Section 7.01. Duties and Liabilities of Trustee. (a) *Duties of Trustee Generally*. The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) *Removal of Trustee*. The District may upon 30 days' prior written notice remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and the District shall remove the Trustee if at any time requested to do so by the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) or by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) *Resignation of Trustee*. The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the District, and to the Owners at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee by an instrument in writing. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(d) *Appointment of Successor Trustee*. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (e) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the removed or resigning Trustee or any Owner (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the District and to its predecessor Trustee a written acceptance thereof, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more

fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the District shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the District shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books. If the District fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the District.

(e) *Qualifications of Trustee*. The Trustee shall be a trust company or bank having the powers of a trust company, having (or if such bank or trust company is a member of a bank holding company system, its parent bank holding company shall have) a combined capital and surplus of at least $75,000,000, and subject to supervision or examination by federal or state agency. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 7.02. Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 7.01 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 7.03. Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the District, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture or of the Bonds or shall incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds, or in respect of the security afforded by this Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the

District or others in accordance with this Indenture except as the application of any moneys paid to it in its capacity as Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture. The Trustee and its officers and employees may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as 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 Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) 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 Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding 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 this Indenture.

(d) No provision of this Indenture shall require the Trustee to risk or expend its own funds in the performance of its rights and duties hereunder.

Section 7.04. Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith; provided, however, the Trustee shall in no event delay any payment with respect to the Bonds in anticipation of any such opinion.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 7.05. Accounting Records and Reports; Preservation and Inspection of Documents. The Trustee will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of all money on deposit in the accounts and funds

established hereunder, which such books shall be available for inspection by the District at reasonable hours and under reasonable conditions.

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon 24 hours' notice to the inspection of the District, the Owners and their agents and representatives duly authorized in writing.

Section 7.06. Compensation and Indemnification. The District shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture. The District further agrees, to the extent permitted by law, to indemnify, defend and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and under any related documents, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct. The duty of the District to indemnify and compensate the Trustee shall survive the termination and discharge of this Indenture and the resignation or removal of the Trustee.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.01. Modifications and Amendments Permitted. (a) This Indenture and the rights and obligations of the District, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the District and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, or modify the redemption provisions applicable thereto, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

(b) This Indenture and the rights and obligations of the District, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the District and the Trustee may enter into without the consent of any Bond Owners for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District contained in this Indenture, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(iv) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Section 2.10 and Section 2.11 hereof;

(v) to modify, amend or supplement this Indenture in such manner as to cause interest on Tax-Exempt Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the District may deem necessary or desirable and consistent with the Refunding Law, provided that such modification or amendment does not materially adversely affect the interests of the Owners hereunder.

(c) Promptly after the execution by the District and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the District), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books, and to the Insurer, if any. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

Section 8.02. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 8.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the District so determines shall, bear a notation by endorsement or otherwise in form approved by the District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the District and authenticated by the Trustee, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date, and presentation of such Bond for such purpose at the Office of the Trustee, such a new Bond in equal principal amount of the same Series, interest rate and maturity shall be exchanged for such Owner's Bond so surrendered.

Section 8.04. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default. If any of the following events occur, they shall constitute Events of Default hereunder, namely:

(a) If default shall be made by the District in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) If default shall be made by the District in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable;

(c) If default shall be made by the District in the performance of any of the other agreements or covenants required herein to be performed by the District, and such default shall have continued for a period of 30 days after the District shall have been given notice in writing of such default by the Trustee, the Insurer or the Owners of not less than 5% in aggregate principal amount of the Outstanding Bonds, specifying such default and requiring the same to be remedied; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the District within such 30 day period and the District shall thereafter diligently and in good faith cure such failure in a reasonable period of time; or

(d) If an Event of Bankruptcy shall occur, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody control of the District or of the whole or any substantial part of its property.

Section 9.02. Remedies for Events of Default. If an Event of Default occurs and is continuing, the Trustee may and, upon the written direction of the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, shall, with the consent of the Insurer, by written notice to the District, declare immediately due and payable the principal of all Outstanding Bonds and the accrued interest thereon, whereupon the same shall become immediately due and payable without any further action or notice; provided, however, that if at any time after such acceleration and before any judgment or decree for the payment of money with respect thereto has been entered all amounts payable to the Trustee hereunder on the Bonds subject to acceleration under this paragraph (except interest on or principal of the Bonds which are due solely by reason of such acceleration) shall have been paid or provided for by deposit with the Trustee and all existing Events of Default shall have been cured or waived, then the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds may, with the consent of the Insurer, annul such acceleration and its consequences by written notice to the District and the Trustee, which annulment shall be binding upon the District, the Trustee and all of the Owners, but no such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

Section 9.03. Application of Funds Upon Acceleration. All money in the Bond Fund upon the date of the declaration of acceleration by the Trustee as provided in Section 9.02 hereof

and all amounts thereafter received by the Trustee hereunder shall be applied by the Trustee in the following order--

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall 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; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity, and, if the amount available shall not be sufficient to pay in full all the Bonds, 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.

(c) To the payment of Insurer Expenses.

(d) Any remaining funds shall be transferred by the Trustee to the Bond Fund.

Section 9.04. Power of Trustee to Enforce. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture. If one or more of the events of default shall happen and be continuing, the Trustee may with the prior written consent of the Insurer, and upon the written request of the Holders of a majority in principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Holders of Bonds under this Indenture by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties under this Indenture.

Section 9.05. Bond Owners Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

Section 9.06. Limitation on Bond Owners' Right to Sue. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Refunding Law or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee 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 Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Refunding Law or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

Section 9.07. Absolute Obligation. Nothing in any provision of this Indenture or in the Bonds contained shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, as herein provided, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 9.08. Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owners, then in every such case the District, the Trustee and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and

respectively, and all rights, remedies, powers and duties of the District, the Trustee and the Owners shall continue as though no such proceedings had been taken.

Section 9.09. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 9.10. No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. If the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest thereon at the times and in the manner stipulated herein and therein, then all agreements, covenants and other obligations of the District to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the District all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the District shall have kept, performed and observed all of the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed and observed by the District or on its part on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the pledge, lien and security interest of this Indenture and such pledge, lien and security interest and all covenants, agreements and other obligations of the District hereunder shall cease, terminate become void and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds of one or more Series, those provisions of this Indenture relating to the maturity of the Bonds of such Series, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due.

Section 10.02. Bonds Deemed to Have Been Paid. If moneys shall have been set aside and held by the Trustee for the payment of any Bonds and the interest thereon at the maturity thereof, such Bonds shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bonds shall prior to the maturity date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (a) there shall have been deposited with the Trustee either (i) money in an amount which shall be sufficient, or (ii) Federal Securities that are not subject to redemption other than at the option of the holder thereof, the interest on and principal of which when paid will provide money which, together with the money, if any deposited with the Trustee at the same time, shall be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date thereof and the principal of such Bonds, which sufficiency shall be verified in a report of an independent firm of nationally recognized certified public accountants, and (b) in the event such Bonds are not by their terms subject to payment within the next succeeding 60 days, the District shall have given

the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bonds that the deposit required by clause (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity date upon which money is to be available for the payment of the principal of such Bonds.

To accomplish the discharge of liability in respect of the Bonds described in the preceding paragraph, the District shall cause to be delivered (a) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer of such Bonds to be paid or discharged verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or payment date ("Verification"), (b) an escrow agreement (which shall be acceptable in form and substance to the Insurer of such Bonds to be paid or discharged), and (c) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under this Indenture; each Verification and defeasance opinion shall be acceptable in form and substance to the District and the Insurer of such Bonds to be paid or discharged, and shall be addressed to the District, the Trustee and the Insurer of such Bonds to be paid or discharged. In the event a forward purchase agreement is to be employed in the refunding, such agreement shall be subject to the approval of the Insurer of such Bonds to be paid or discharged and shall be accompanied by such opinions of counsel as may be required by the Insurer of such Bonds to be paid or discharged. The Insurer of such Bonds to be paid or discharged shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow. Bonds shall remain Outstanding hereunder unless and until they are in fact paid and retired or the criteria in this paragraph are met.

Section 10.03. Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the District free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Trustee may (at the cost of the District) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Benefits of the Indenture Limited; Third-Party Beneficiary. Nothing contained herein, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to any Person or entity other than the Trustee, the District, the Owners and the Insurer any right and remedy or claim under or by reason hereof, and any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements contained in this Indenture by and on behalf of the District shall be for the sole and exclusive benefit of the Trustee, the Owners and the Insurer. The Insurer shall be a third-party beneficiary of this Indenture to the extent deemed as Owner of any Outstanding Insured Bonds.

Section 11.02. Successor is Deemed Included in All References to Predecessor. Whenever herein either the District or any officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the District or any officer or employee thereof or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.03. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the District of any Bonds, the Trustee shall, in lieu of such cancellation and delivery, destroy such Bonds.

Section 11.04. Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be deemed given and satisfied 72 hours after such notice is deposited with the United States mail, postage prepaid, by first class mail.

Section 11.05. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District hereby declares that it would have entered into this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.06. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be

given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the District:

Los Angeles Unified School District
333 S. Beaudry Avenue, 26th Floor
Los Angeles, California
Attention: Chief Financial Officer

If to the Trustee:

U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Department

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by mail, postage prepaid, by first class mail, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.07. Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any Person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the District if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the District in accordance therewith or reliance thereon.

Section 11.08. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

Section 11.09. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest or principal due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.03 hereof but without any liability for interest thereon.

Section 11.10. Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with prudent corporate trust industry standards to the extent practicable, and with due regard for the requirements hereof and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish any such additional funds or accounts as it deems necessary to perform its obligations hereunder.

Section 11.11. Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Section 11.12. Waiver of Personal Liability. No member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Section 11.13. Interpretation. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.14. **Execution in Several Counterparts.** This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 11.15. **Electronic Signatures**. Each of the parties hereto agrees that the transaction consisting of this Indenture may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent (i) that, by signing this Indenture using an electronic signature, it is signing, adopting and accepting this Indenture, and (ii) that signing this Indenture using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Indenture on paper. Each party acknowledges, if execution is so conducted by electronic means, that it is being provided with an electronic or paper copy of this Indenture in a usable format.

Section 11.16. **Governing Law.** This Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the District has caused this Indenture to be signed in its name by one of its duly authorized officers, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its name by one of its duly authorized officers, all as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Ernie Thomas,
Controller

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Authorized Officer

APPENDIX A

FORM OF BOND

No. _____ $_____

LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BOND, SERIES _____A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
___%	October 1, 20__	____, 20__	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Los Angeles Unified School District (the "District"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, payable semiannually on April 1 and October 1 in each year, commencing ____ 1, 20__ (the "Interest Payment Dates"), until payment of such Principal Amount in full. This Bond is issued pursuant to an Indenture, dated as of _____ 1, 202_ (the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as Trustee. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a business day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to _____ 15, 202_, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provided for). The Principal Amount hereof is payable upon surrender hereof upon maturity at the principal corporate trust office of U.S. Bank Trust Company, National Association, as trustee, or any successor trustee under the Indenture (the "Trustee"), in Los Angeles, California; provided, however, that for purposes of payment, exchange, transfer, surrender and cancellation of Bonds, such term means the principal corporate trust office of the Trustee in Saint Paul, Minnesota, or such other office as may be specified to the District by the Trustee in writing (the "Office of the Trustee"). Except as otherwise provided in the Letter of Representations, interest hereon is payable by check of the Trustee, mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of

the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the District designated as the "Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable)" (the "Series _____A Bonds") in the aggregate principal amount of $_____ all of which Bonds are of like tenor and date (except for such variations as may be required to designate varying numbers, denominations, maturities or interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Refunding Law") and under and pursuant to the provisions of the Indenture (copies of which are on file at the Office of the Trustee).

The Series _____A Bonds are being issued for the purpose of satisfying the District's payment obligations under the Series _____A Judgments and the Series _____A Notes as defined in the Indenture. The Series _____A Bonds are obligations imposed by law payable from funds to be appropriated by the District. Reference is hereby made to the Refunding Law and to the Indenture and any and all amendments thereof for a description of the terms on which the Series _____A Bonds are issued, for the rights of the Owners of the Series _____A Bonds, for the security for payment of the Series _____A Bonds, for the remedies upon default and limitations thereon and for the provisions for the amendment of the Indenture (with or without consent of the Owners of the Series _____A Bonds); and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the District and the Registered Owner of this Series _____A Bond, to all the provisions of which the Registered Owner of this Series _____A Bond, by acceptance hereof, agrees and consents.

The Indenture provides for the issuance of additional bonds (the "Additional Bonds") payable on a parity with the Series _____A Bonds (the Series _____A Bonds and any such Additional Bonds being collectively referred to as the "Bonds").

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

The Series _____A Bonds are subject to redemption prior to maturity at the times, in the manner, at the redemption prices and upon notice as provided in the Indenture.

If an Event of Default, as that term is defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; provided, that the Indenture provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

The Bonds are issuable as fully registered Bonds without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the Office of the Trustee for a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, of the same Series and maturity in an Authorized Denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, without the consent of the owner of each Bond so affected, or (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, without the consent of the owners of all outstanding Bonds.

The Indenture contains provisions permitting the District to make provision for the payment of interest on, and the principal of any of the Bond so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

This Bond shall not be entitled to any benefit, protection or security under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by an authorized signatory of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Los Angeles Unified School District has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Executive Officer of the Board of Education of the District, all as of the Dated Date identified above.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Education

Countersigned:

_____
Executive Officer to
the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

SERIES _____A JUDGMENT OBLIGEES AND/OR SERIES _____A NOTES

Series _____A Judgment Obligees/Judgment

Case No.	Series _____A Judgment Obligee/Judgment	Amount of Judgment to be Refunded	Case No.	Series _____A Judgment Obligee/Judgment	Amount of Judgment to be Refunded

Series _____A Notes

Name of Notes	Judgments Refunded	Refunding Amount

APPENDIX C

FORM OF SUPPLEMENTAL INDENTURE

_____ SUPPLEMENTAL INDENTURE

by and between

LOS ANGELES UNIFIED SCHOOL DISTRICT

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of _____ 1, 20__

Relating to
$_____
Los Angeles Unified School District
Judgment Obligation Bonds, Series _____

TABLE OF CONTENTS

Page

PART 1 PARTICULAR AMENDMENTS C-4
Part 1.1 Amendments to Section 1.01 ..... C-4
Part 1.2 Amendment to Section 3.04 ..... C-6
PART 2 ADDITION OF ARTICLE [____] C-6
Part 2.1 Addition of Article [____] C-6
ARTICLE [____] SERIES _____ BONDS C-6
Section [__.]01. Issuance of Series _____ Bonds C-6
Section [__.]02. Terms of Series _____ Bonds; Interest Computation C-7
Section [__.]03. Form of Series _____ Bonds C-8
Section [__.]04. Establishment of Accounts for the Series _____ Bonds C-8
Section [__.]05. Deposit of Proceeds of Series _____ Bonds C-8
Section [__.]06. Redemption of Series _____ Bonds C-9
Section [__.]07. Tax Covenants C-10
Section [__.]08. Rebate Fund C-10
Section [__.]09. Continuing Disclosure C-11
Section [__.]10. ..... Series _____ Insurer to Be Deemed Owner; Rights of the Series _____ Insurer; Payments by the Series _____ Insurer: Notices C-11
Section [__.]11. Deposits to Series _____ Policy Payments Account; Payments Under the Series _____ Insurance Policy C-13
Section [__.]12. Reporting Requirements C-15
PART 3 MISCELLANEOUS C-15
Part 3.1 Effect of _____ Supplemental Indenture C-15
Part 3.2 Execution in Counterparts C-16
Part 3.3 Electronic Signatures C-16
Part 3.4 Governing Law C-16
Part 3.5 Effective Date C-16
APPENDIX C-A FORM OF SERIES _____ BOND C-A-1
APPENDIX C-B [SERIES _____ JUDGMENT OBLIGEES AND/OR SERIES _____ NOTES] C-B-1

_____ SUPPLEMENTAL INDENTURE

THIS _____ SUPPLEMENTAL INDENTURE (this "**_____ Supplemental Indenture**"), dated as of _____ 1, 202_, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (the "**District**"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**"),

W I T N E S S E T H:

WHEREAS, for the purpose of refunding the District's obligations to the [Series _____ Judgment Obligees] [the Lender or other holders of Series _____ Notes] [and/or] [the Owners of the Series _____ Prior Bonds] specified in Appendix C-B to this _____ Supplemental Indenture, the District has determined to issue its Los Angeles Unified School District Judgment Obligation Bonds, Series _____ (the "**Series _____ Bonds**"), in the aggregate principal amount of $_____;

WHEREAS, the Indenture, dated as of _____ 1, 202_ (the "Original Indenture" and, together with all supplemental indentures thereto, the "Indenture"), by and between the District and the Trustee, provides that, subject to the conditions set forth therein, in addition to the Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable), issued in the aggregate principal amount of $_____, the District and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Bonds, provide for the issuance of Additional Bonds; and

WHEREAS, the Trustee and the District are entering into this _____ Supplemental Indenture in order to provide for the issuance of the Series _____ Bonds, to establish and declare the conditions and terms upon which the Series _____ Bonds are to be issued and to secure the payment of the interest thereon and the principal thereof, and to expressly identify the [Series _____ Judgments] [the Series _____ Notes] [and/or] [the Series _____ Prior Bonds] specified in Appendix C-B to this _____ Supplemental Indenture to be refunded; and

WHEREAS, the District is obligated to pay the [Series _____ Judgment Obligees] [the Series _____ Lender][the holders of Series _____ Notes][the Owners of the Series _____ Prior Bonds] the amounts to be refunded specified in Appendix C-B to this _____ Supplemental Indenture; and

[**WHEREAS,** the District's obligation to pay is specified in the Series _____ Revolving Credit Agreement pursuant to which the Series _____ Notes were issued by the District in satisfaction of the Series _____ Judgments and payments to the Series _____ Judgment Obligees specified in Appendix C-B to this _____ Supplemental Indenture, all to be refunded as provided in this _____ Supplemental Indenture; and]

WHEREAS, the District has determined that all acts and proceedings required by law necessary to make the Series _____ Bonds, when executed by the District and authenticated and delivered by the Trustee hereunder, valid, binding and legal obligations of the District payable in accordance with their terms, and to constitute this _____ Supplemental Indenture a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance

with its terms, have been done and taken, and the execution and delivery of this _____ Supplemental Indenture has been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1 **Amendments to Section 1.01.** (a) Section 1.01 of the Indenture is hereby amended by modifying the following terms:

"Closing Date" means, as appropriate to the context, the Series _____A Closing Date, the Series _____ Closing Date and/or the closing date(s) for any series of Additional Bonds.

"Indenture" means the Indenture, dated as of _____ 1, 202_, by and between the District, and U.S. Bank Trust Company, National Association, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture including this _____ Supplemental Indenture.

"Interest Payment Date" means, (a) with respect to the Series _____A Bonds, means April 1 and October 1 of each year, commencing, ____ 1, 202_, so long as any Series _____A Bonds remain Outstanding, and (b) with respect to the Series _____ Bonds, means April 1 and October 1 of each year, commencing, _____ 1, 20__, so long as any Series _____ Bonds remain Outstanding.

"Original Purchaser" means (a) with respect to the Series _____A Bonds, _____, on behalf of itself and as representative of [_____], [_____] and [_____], the original purchasers of the Series _____A Bonds from the District, and (b) with respect to the Series _____ Bonds, _____, the original purchasers of the Series _____ Bonds from the District.

[**"Rebate Requirement"** has the meaning ascribed thereto in the Tax Certificate (Series _____ Bonds) or the Tax Certificate (Series _____ Bonds), as applicable.]

(b) Section 1.01 of the Indenture is hereby amended by adding thereto the following definitions:

["Available Amount" has the meaning ascribed thereto in Treasury Regulations Section 1.148-6(d)(3)(iii) and, for any Fiscal Year, generally means all amounts (excluding unspent proceeds of the Bonds) that, as of July 1 of such Fiscal Year (a) are available for appropriation by the District or any related person for working capital or normal operating expenditures of the District, and (b) are not subject to a legislative, judicial or contractual requirement that the amount expended be reimbursed to the fund or account of the District from which it was withdrawn, which legislative, judicial or contractual requirements shall

have been adopted or entered into for bona fide governmental purposes and without any view towards increasing the amounts that could be borrowed on a tax-exempt basis or treated as unavailable by or on behalf of the District or any related person.]

"Continuing Disclosure Certificate (Series _____ Bonds)" means the Continuing Disclosure Certificate, dated the Series _____ Closing Date, of the District, relating to the Series _____ Bonds, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

[**"Other Replacement Proceeds"** means, for any Fiscal Year, the remainder of (a) the Available Amount for such Fiscal Year, less (b) the Working Capital Reserve for such Fiscal Year, less (c) the amount, if any, expected to be necessary to reduce the operating deficit of the District in such Fiscal Year, calculated pursuant to Treasury Regulations Section 1.148-6(d)(3).]

"Participating Underwriter (Series _____ Bonds)" has the meaning ascribed thereto in the Continuing Disclosure Certificate (Series _____ Bonds).

"Series _____ Closing Date" means the date upon which the Series _____ Bonds are delivered to the Original Purchaser thereof, being _____ __, 20__.

"Series _____ Bonds" means the Los Angeles Unified School District Judgment Obligation Bond, Series _____, issued under the Indenture including as specified in this _____ Supplemental Indenture.

[**"Series _____ Judgment Obligees"** means the Judgment Obligees specified in Appendix C-B to this _____ Supplemental Indenture.]

[**"Series _____ Judgments"** means the Judgments specified in Appendix C-B to this _____ Supplemental Indenture.]

[**"Series _____ Lender"** means _____]

[**"Series _____ Note Resolution"** means the resolution of the District providing for the issuance of notes as a temporary borrowing by the District for the purpose of refunding one or more Judgments as specified therein.]

[**"Series _____ Notes"** means the notes issued to refund one or more Judgments as specified in Appendix C-B to this _____ Supplemental Indenture as promissory notes as provided in the Series _____ Revolving Credit Agreement and/or the Notes issued as a temporary borrowing pursuant to the Series _____ Note Resolution.]

[**"Series _____ Prior Bonds"** means the Los Angeles Unified School District Judgment Obligation Bond, Series _____, issued under the Indenture including as specified in the _____ Supplemental Indenture, dated as of _____ 1, 20__, by and between the District and the Trustee.]

"Series _____ Revolving Credit Agreement" means the Revolving Credit Agreement, dated as of _____, 20__, together with any amendments or supplements thereto, between the District and the Series _____ Lender, or its successor, as lender.

["**Tax Certificate (Series _____ Bonds)**" means the Tax Certificate executed by the District at the time of issuance of the Series _____ Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.]

[**"Tax-Exempt Obligations"** means obligations the interest on which is not includable in gross income under Section 103 of Code and obligations which are not specified private activity bonds (as defined in Section 57(a)(5)(C) of the Code).]

[**"Working Capital Reserve"** means, for any Fiscal Year, an amount equal to 5% of the actual working capital expenditures paid with current revenues of the District during the immediately preceding Fiscal Year.]

Part 1.2 Amendment to Section 3.04. Section 3.04 of the Indenture is hereby supplemented to add an additional subsection ([_]) thereto to read as follows:

([_]) On the Series _____ Closing Date, the District shall deliver to the Trustee a Written Request of the District stating (1) that the Board has duly authorized the refunding of the [Series _____ Judgments] [Series _____ Notes] [and/or] [Series _____ Prior Bonds] with net proceeds of the Series _____ Bonds, (2) that the amount in the Series _____ Refunding Account shall be paid directly to the [Series _____ Judgment Obligees] [the respective Lender or other holders of Series _____ Notes] [and/or] Owners of the [Series _____ Prior Bonds], and (3) instructions as to how such payment or payments are to be made directly to [the Series _____ Judgment Obligees] [the Lenders or other holders of Series _____ Notes] [and/or] [Owners of the [Series _____ Prior Bonds]. The Trustee shall make such payment or payments on the Series _____ Closing Date and, after such payment or payments have been made, the Series _____ Refunding Account shall be closed.

PART 2

ADDITION OF ARTICLE [____]

Part 2.1 Addition of Article [____]. The Indenture is hereby amended and supplemented by adding thereto an additional Article as follows:

ARTICLE XIII

SERIES _____ BONDS

Section [___].01 Issuance of Series _____ Bonds. The District may, at any time, execute the Series _____ Bonds, in the aggregate principal amount of $_____, for issuance hereunder and deliver the same to the Trustee. The Trustee shall authenticate the Series _____

Bonds and deliver the Series _____ Bonds to the original purchaser thereof upon receipt of a Written Request of the District and upon receipt of the purchase price therefor.

Section [___].02 Terms of Series _____ Bonds; Interest Computation. (a) The Series _____ Bonds shall be designated the "Los Angeles Unified School District Judgment Obligation Bond, Series _____." The Series _____ Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Series _____ Bond shall have more than one maturity date. The Series _____ Bonds shall be dated the Series _____ Closing Date, shall be issued in the aggregate principal amount of $_____, shall mature on October 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

Maturity Date (October 1)	Principal Amount	Interest Rate
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		

(b) Interest on the Series _____ Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series _____ Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date; (ii) a Series _____ Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Series _____ Closing Date; or (iii) interest on any Series _____ Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full or made available for such payment, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series _____ Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. [Except as otherwise provided in the Letter of Representations], interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date, except that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Series _____ Bonds, upon the written request

of such Owner to the Trustee, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee.

(c) The principal and premium, if any, of the Series _____ Bonds shall be payable in lawful money of the United States of America [to the Persons in whose names the ownership of the Series _____ Bonds is registered on the Registration Books or] upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

(d) The Series _____ Bonds shall be subject to redemption as provided in Section [____.]06.

(e) The Series _____ Bonds shall initially be issued as Book-Entry Bonds, except as provided in subsection (c) of Section 2.09 of the Indenture, the registered Owner of all of the Series _____ Bonds shall be DTC and the Series _____ Bonds shall be registered in the name of Cede & Co., as nominee for DTC, and the Series _____ Bonds shall be subject to Section 2.09 of the Indenture.

Section [___].03 Form of Series _____ Bonds. The Series _____ Bonds shall be in substantially the form set forth in Appendix C-A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby. Only such of the Series _____ Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Appendix C-A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Series _____ Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of the Indenture.

Section [___].04 Establishment of Accounts for the Series _____ Bonds. The following funds and accounts are hereby created and established and shall be maintained by the Trustee:

(a) The "Series _____ Cost of Issuance Account" as an account by that name established, held and maintained by the Trustee in the Cost of Issuance Fund pursuant to Section 3.03 of the Indenture (the "Series _____ Cost of Issuance Account"); and

(b) The "Series _____ Refunding Account" as an account by that name established, held and maintained by the Trustee in the Refunding Fund pursuant to Section 3.04 of the Indenture (the "Series _____ Refunding Account").

The Trustee may establish additional accounts or subaccounts of the above-described funds and accounts as the Trustee shall deem necessary and prudent in furtherance of its duties pursuant to this _____ Supplemental Indenture upon written notification to, and consent by, the District.

Section [___].05 Deposit of Proceeds of Series _____ Bonds. On the Series _____ Closing Date, the proceeds of the sale of the Series _____ Bonds shall be paid to the Trustee and said amounts shall be deposited by the Trustee as follows:

(1) The Trustee shall deposit the amount of $_____ in the Series _____ Costs of Issuance Account. On the date that is six months after the Series _____ Closing Date, any amounts then remaining in the Series _____ Costs of Issuance Account shall be withdrawn therefrom by the Trustee and transferred to the Bond Fund and upon such transfer the Series _____ Costs of Issuance Account shall be closed.

(2) The Trustee shall deposit the amount of $_____ in the Series _____ Refunding Account, constituting the remainder of said proceeds.

Section [___].06 Redemption of Series _____ Bonds. The Series _____ Bonds shall be subject to redemption as follows:

(a) *Optional Redemption of Series _____ Bonds.* The Series _____ Bonds maturing on or after October 1, 20__ are subject to redemption prior to their respective stated maturities at the written direction of the District, from any moneys deposited by the District, as a whole or in part on any date (in such maturities as are designated in writing by the District to the Trustee) on or after October 1, 20__, at a redemption price of 100% of the principal amount of Series _____ Bonds called for redemption, together with accrued interest to the date fixed for redemption.

The District shall give the Trustee written notice of its intention to redeem Series _____ Bonds pursuant to this Section not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee in its reasonable discretion or as directed by the Owners of not less than a majority of the Outstanding Series _____ Bonds.

(b) *Mandatory Sinking Fund Redemption of Series _____ Bonds.* (i) The Series _____ Bonds maturing on October 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on October 1 in each year, commencing October 1, 20__, at a redemption price equal to the principal amount of the Series _____ Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (October 1)	Principal Amount to be Redeemed $

If some but not all of the Series _____ Bonds are redeemed pursuant to Section [____.]06(a), the principal amount of the Series _____ Bonds to be redeemed pursuant to this Section [__.]06(b) on any subsequent October 1 shall be reduced by the aggregate principal amount of the Series _____ Bonds so redeemed pursuant to Section [____.]06(a), such reduction to be allocated among redemption dates in Authorized Denominations, as designated by the District in a Written Certificate of the District.

(ii) The Series _____ Bonds maturing on October 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on October 1 in each year, commencing October 1, 20__, at a redemption price equal to the principal amount of the Series _____ Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (October 1)	Principal Amount to be Redeemed
	$

If some but not all of the Series _____ Bonds are redeemed pursuant to Section [____.]06(a), the principal amount of the Series _____ Bonds to be redeemed pursuant to this Section [____.]06(b) on any subsequent October 1 shall be reduced by the aggregate principal amount of the Series _____ Bonds so redeemed pursuant to Section [____.]06(a), such reduction to be allocated among redemption dates in Authorized Denominations, as designated by the District in a Written Certificate of the District.

(c) *Selection.* If some but not all of the Series _____ Bonds are redeemed pursuant to Section [____.]06(a) hereof, the Trustee shall select the Series _____ Bonds to be redeemed from all Series _____ Bonds not previously called for redemption as directed in a Written Certificate of the District. For purposes of such selection, all Series _____ Bonds shall be deemed to be comprised of separate Authorized Denominations and such separate denominations shall be treated as separate Series _____ Bonds which may be separately redeemed.

Section [___].07 Tax Covenants. (a) [The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series _____ Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District shall comply with the requirements of Section Section [____.]06(c) hereof and the Tax Certificate (Series _____ Bonds), which is incorporated herein as if fully set forth herein. Except as set forth in the Tax Certificate (Series _____ Bonds), this covenant shall survive payment in full or defeasance of the Series _____ Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts with respect to the Series _____ Bonds established hereunder, the District shall so instruct the Trustee in writing, and the Trustee shall act in accordance with such instructions.

(c) [The District shall, no later than [August] 1 of each year, calculate and determine the amount, if any, of Other Replacement Proceeds for such Fiscal Year. If Other Replacement Proceeds exist for a Fiscal Year, such Other Replacement Proceeds shall be invested in Tax-Exempt Obligations until such Other Replacement Proceeds are spent.]

(d) Notwithstanding any provisions of this Section, if the District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section the Indenture is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series _____ Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section, Section 6.06 of the Indenture and of the Tax Certificate (Series _____ Bonds), and the covenants hereunder shall be deemed to be modified to that extent.]

Section [___].08 Rebate Fund. (a) [There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate (Series _____ Bonds). All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate (Series _____ Bonds)), for payment to the United States of America. Notwithstanding defeasance of the Series _____ Bonds pursuant to Article X of the Indenture or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund with respect to the Series _____ Bonds shall be governed exclusively by this Section and by the Tax Certificate (Series _____ Bonds) (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the District and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate (Series _____ Bonds). The Trustee may conclusively rely upon the District's determinations, calculations and certifications required by the Tax Certificate (Series _____ Bonds). The Trustee shall have no responsibility to independently make any calculation or determination or to review the District's calculations.]

(b) Any funds remaining in the Rebate Fund with respect to the Series _____ Bonds after payment in full of all of the Series _____ Bonds and after payment of any amounts described in this Section, shall, upon receipt by the Trustee of a Written Request of the District, be withdrawn by the Trustee and remitted to the District.

Section [___].09 Continuing Disclosure. The District shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate (Series _____ Bonds). Notwithstanding any other provision of the Indenture, failure of the District to comply with the Continuing Disclosure Certificate (Series _____ Bonds) shall not constitute an Event of Default hereunder; provided, however, that the Trustee, at the written direction of any Participating Underwriter (Series _____ Bonds) or the holders of at least 25% of the aggregate principal amount of Outstanding Series _____ Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee, or any holder or Beneficial Owner of the Series _____ Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section [___].10 Series _____ Insurer to Be Deemed Owner; Rights of the Series _____ Insurer; Payments by the Series _____ Insurer: Notices. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES _____ INSURER] (a) Notwithstanding any provision of this Indenture to the contrary, so long as the Series _____ Insurer is not in default in its payment obligations under the Series _____ Insurance Policy, the provisions of Sections [____.]10, [____.]11 and [____.]12 of this this _____ Supplemental Indenture shall govern and the Series _____ Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Insured

_____ Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies, including but not limited to approval of or consent to any amendment of or supplement to this Indenture which requires (i) the consent or approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding pursuant to this Indenture, or (ii) the consent or approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding pursuant to this Indenture; provided, however, that the Series _____ Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Insured _____ Bonds with respect to any amendment or supplement to this Indenture which seeks to amend or supplement this Indenture for the purposes set forth in clauses (i) or (ii) of Section 8.01(a) of the Indenture, and provided, further, that the Series _____ Insurer shall not be deemed the sole and exclusive Owner of the Outstanding Insured _____ Bonds with respect to any amendment or supplement to this Indenture, and shall not have the right to direct or consent to District, Trustee or Owner action as provided herein, if:

(i) the Series _____ Insurer shall be in payment default under the Series _____ Insurance Policy;

(ii) any material provision of the Series _____ Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Series _____ Insurer; or

(iii) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series _____ Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

(b) To the extent that the Series _____ Insurer makes payment of any principal of or interest on a Insured _____ Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Series _____ Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

(c) In the event that the principal of or interest on a Insured _____ Bond shall be paid by the Series _____ Insurer pursuant to the terms of the Series _____ Insurance Policy (i) such Insured _____ Bond shall continue to be "outstanding" under this Indenture, and (ii) the Series _____ Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of subsection (b) of this Section and the Series _____ Insurance Policy.

(d) This Indenture shall not be discharged unless and until all amounts due to the Series _____ Insurer have been paid in full or duly provided for.

(e) The rights granted under this Indenture to the Series _____ Insurer to request, consent to or direct any action are rights granted to the Series _____ Insurer in consideration of its issuance of the Series _____ Insurance Policy. Any exercise by the Series _____ Insurer of such rights is merely an exercise of the Series _____ Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action

evidence any position of the Series _____ Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Series _____ Insurer.

(f) Notwithstanding anything to the contrary otherwise set forth in this Indenture, and to the extent permitted by law, in the event amounts paid under the Series _____ Insurance Policy are applied to claims for payment of principal of or interest on the Insured _____ Bonds, interest on the principal of and interest on such Insured _____ Bonds shall accrue and be payable from the date of such payment at the Series _____ Default Rate. [The term ["Series _____ Default Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time as the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported) ("Prime Rate") plus [3]%, and (ii) the then applicable rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Series _____ Default Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.]

(g) Any amendment, supplement, modification to, or waiver of, the terms of this Indenture that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer. Copies of any modification, amendment or supplement to this Indenture shall be sent to Moody's and S&P at least ten days prior to the effective date thereof.

(h) [Each of the District and the Trustee covenant and agree to take such action as is necessary from time to time to preserve the priority of the pledge of, security interest in, and lien on amounts held in the Bond Fund under applicable law.]

(i) In determining whether any amendment, consent or other action to be taken, or any failure to act, under this Indenture would adversely affect the security for the Bonds or the rights of the Owners, the Trustee shall consider the effect of any such amendment, consent, action or inaction as if there were no Series _____ Insurance Policy.

Section [___].11 Deposits to Series _____ Policy Payments Account; Payments Under the Series _____ Insurance Policy. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES _____ INSURER] (a) So long as the Series _____ Insurance Policy shall be in full force and effect, the District and the Trustee hereby agree to comply with the provisions of this Section.

(b) If, on the third Business Day prior to the related scheduled Interest Payment Date there is not on deposit with the Trustee, after making all transfers and deposits required hereunder, moneys sufficient to pay the principal of and interest on the Series _____ Bonds due on such Interest Payment Date, the Trustee shall give notice to the Series _____ Insurer and to its designated agent (if any) (the "Series _____ Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Interest Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series _____ Bonds due on such Interest Payment Date, the Trustee shall make a claim under the Series _____ Insurance Policy and give notice to the Series _____ Insurer and the Series _____ Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency

between the amount required to pay interest on the Insured _____ Bonds and the amount required to pay principal of the Insured _____ Bonds, confirmed in writing to the Series _____ Insurer and the Series _____ Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series _____ Insurance Policy.

(c) The Trustee shall designate any portion of payment of principal on Insured _____ Bonds paid by the Series _____ Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured _____ Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Series _____ Insurer, registered in the name of the Series _____ Insurer, in a principal amount equal to the amount of principal so paid (without regard to Authorized Denominations); provided, however, that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the District on any Insured _____ Bond or the subrogation rights of the Series _____ Insurer.

(d) Upon payment of a claim under the Series _____ Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of Insured _____ Bonds referred to herein as the "Series _____ Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series _____ Insurance Policy in trust on behalf of Owners of Insured _____ Bonds and shall deposit any such amount in the Series _____ Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of Insured _____ Bonds in the same manner as principal and interest payments are to be made with respect to the Insured _____ Bonds under the provisions hereof regarding payment of Insured _____ Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Funds held in the Series _____ 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 Series _____ Policy Payments Account following an Interest Payment Date shall promptly be remitted to the Series _____ Insurer.

(e) The Trustee shall keep a complete and accurate record of all funds deposited by the Series _____ Insurer into the Series _____ Policy Payments Account and the allocation of such funds to payment of interest on and principal paid in respect of any Insured _____ Bond. The Series _____ Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(f) The District shall, to the extent permitted by law pay or reimburse the Series _____ Insurer any and all Series _____ Insurer Expenses.

(g) The Series _____ Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture.

(h) The Series _____ Insurer shall be entitled to pay principal of or interest on the Insured _____ Bonds that shall become Due for Payment but shall be unpaid by reason of

Nonpayment by the Issuer (as such terms are defined in the Series _____ Insurance Policy) and any amounts due on the Insured _____ Bonds as a result of acceleration of the maturity thereof in accordance with this Indenture, whether or not the Series _____ Insurer has received a Notice of Nonpayment (as such term is defined in the Series _____ Insurance Policy) or a claim upon the Series _____ Insurance Policy.

Section [___].12 Reporting Requirements. [EXEMPLAR PROVISIONS SUBJECT TO REVIEW BY SERIES _____ INSURER] The Series _____ Insurer shall be provided with the following information:

(a) Annual audited financial statements of the District on or before the later of (i) [150] days after the end of the District's Fiscal Year and (ii) 30 days after the statements become available (in each case together with a certification of the District that it is not aware of any default or Event of Default under this Indenture) and the District's annual budget within 30 days after the approval thereof, together with such other information, data or reports as the Series _____ Insurer reasonably request from time to time;

(b) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(c) Prior notice of the advance refunding of any of the Insured _____ Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(d) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(e) Notice of the commencement of any proceeding by or against the District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(f) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series _____ Bonds;

(g) A full original transcript of all proceedings relating to the execution of any amendment or supplement to this Indenture or the respective Continuing Disclosure Certificate (Series _____ Bonds); and

(h) All reports, notices and correspondence to be delivered under the terms of this Indenture or the respective Continuing Disclosure Certificate (Series _____ Bonds).

PART 3

MISCELLANEOUS

Part 3.1 Effect of Supplemental Indenture. This _____ Supplemental Indenture and all of the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The

Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this _____ Supplemental Indenture and the terms of the Indenture (as in effect on the day prior to the effective date of this _____ Supplemental Indenture), the terms of this _____ Supplemental Indenture shall prevail.

Part 3.2 **Execution in Counterparts.** This _____ Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 3.3 **Electronic Signatures.** Each of the parties hereto agrees that the transaction consisting of this Indenture may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent (i) that, by signing this Indenture using an electronic signature, it is signing, adopting and accepting this Indenture, and (ii) that signing this Indenture using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Indenture on paper. Each party acknowledges, if execution is so conducted by electronic means, that it is being provided with an electronic or paper copy of this Indenture in a usable format.

Part 3.4 **Governing Law.** This _____ Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California.

Part 3.5 **Effective Date.** This _____ Supplemental Indenture shall become effective upon Series _____ Closing Date.

IN WITNESS WHEREOF, the District has caused this _____ Supplemental Indenture to be signed in its name by one of its duly authorized officers, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this _____ Supplemental Indenture to be signed in its name by one of its duly authorized officers, all as of the day and year first above written.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
[Chief Financial Officer]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

APPENDIX C-A

FORM OF SERIES _____ BOND

No. _____ $_____

LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BOND, SERIES _____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
___%	October 1, 20__	_____ __, 20__	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Los Angeles Unified School District (the "District"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, payable semiannually on April 1 and October 1 in each year, commencing _____ 1, 20__ (the "Interest Payment Dates"), until payment of such Principal Amount in full. This Bond is issued pursuant to an Indenture, dated as of _____ 1, 202_, as supplemented and amended to the date hereof including by that ____ Supplemental Indenture, dated as of _____ 1, 20__, (together, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a business day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to _____ 15, 20__, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provided for). The Principal Amount hereof is payable upon surrender hereof upon maturity at the principal corporate trust office of U.S. Bank Trust Company, National Association, as trustee, or any successor trustee under the Indenture (the "Trustee"), in Los Angeles, California; provided, however, that for purposes of payment, exchange, transfer, surrender and cancellation of Bonds, such term means the principal corporate trust office of the Trustee in Saint Paul, Minnesota, or such other office as may be specified to the District by the Trustee in writing (the "Office of the Trustee"). Except as otherwise provided in the Letter of Representations, interest hereon is payable by check of the Trustee, mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of

the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the District designated as the "Los Angeles Unified School District Judgment Obligation Bonds, Series _____" (the "Series _____ Bonds") in the aggregate principal amount of $_____. The Series _____ Bonds are on a parity with the Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable) (the "Series _____A Bonds") and will be on a parity with any Additional Bonds as may be issued hereafter in accordance with the Indenture. As defined in the Indenture, the term "Bonds" means the Los Angeles Unified School District Judgment Obligation Bonds issued in accordance with the Indenture, and includes the Series _____A Bonds, the Series _____ Bonds and any Additional Bonds, all of which Bonds are of like tenor and date (except for such variations as may be required to designate varying numbers, denominations, maturities or interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Refunding Law") and under and pursuant to the provisions of the Indenture (copies of which are on file at the Office of the Trustee).

The Series _____ Bonds are being issued for the purpose of satisfying the District's payment obligations under the [Series _____ Judgments][Series _____ Notes][Series ____ Prior Bonds] as defined in the Indenture] as defined in the Indenture. The Series _____ Bonds are obligations imposed by law payable from funds to be appropriated by the District. Reference is hereby made to the Refunding Law and to the Indenture and any and all amendments thereof for a description of the terms on which the Series _____ Bonds are issued, for the rights of the Owners of the Series _____ Bonds, for the security for payment of the Series _____ Bonds, for the remedies upon default and limitations thereon and for the provisions for the amendment of the Indenture (with or without consent of the Owners of the Series _____ Bonds); and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the District and the Registered Owner of this Series _____ Bond, to all the provisions of which the Registered Owner of this Series _____ Bond, by acceptance hereof, agrees and consents.

The obligations of the District under the Bonds, including the obligation to make all payments of the interest on and the principal of the Bonds when due are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

[The Series _____ Bonds are subject to redemption prior to maturity at the times, in the manner, at the redemption prices and upon notice as provided in the Indenture.]

If an Event of Default, as that term is defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect

provided in the Indenture; provided, that the Indenture provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

The Bonds are issuable as fully registered Bonds without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the Office of the Trustee for a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, of the same Series and maturity in an Authorized Denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, without the consent of the owner of each Bond so affected, or (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, without the consent of the owners of all outstanding Bonds.

The Indenture contains provisions permitting the District to make provision for the payment of interest on, and the principal of any of the Bond so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

This Bond shall not be entitled to any benefit, protection or security under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by an authorized signatory of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Los Angeles Unified School District has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Executive Officer of the Board of Education of the District, all as of the Dated Date identified above.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Education of the District

Countersigned:

_____
Executive Officer to the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

STATEMENT OF INSURANCE

[Bond Insurer] ("[BOND INSURER]"), New York, New York, has delivered its municipal bond insurance policy with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank Trust Company, National Association, Los Angeles, California, or its successor, as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the Office of the Trustee and a copy thereof may be obtained from [BOND INSURER] or the Trustee.]

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C-B

**[SERIES _____ JUDGMENT OBLIGEES][SERIES _____ NOTES] [AND/OR]
[SERIES _____ PROR BONDS]**

ATTACHMENT E

BOND PURCHASE AGREEMENT

Dated ____, 202_

Relating to

$_____
Los Angeles Unified School District
Judgment Obligation Bonds, Series _____A
(Federally Taxable)

THIS BOND PURCHASE AGREEMENT (the "Purchase Agreement") is dated ____, 202_, by and between _____, as representative (the "Representative") of the underwriters named on Exhibit A hereto (collectively, the "Underwriters") and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a unified school district organized and existing under the laws of the State of California (the "District"), relating to the issuance of $_____ aggregate principal amount of Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable) (the "Series _____A Bonds") pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law") and the Indenture (as defined below). The Series _____A Bonds shall be dated their date of delivery and shall mature on the dates and bear interest at the rates as set forth on Exhibit B hereto.

RECITALS

1. The District is obligated and may become obligated to pay certain claimants and/or plaintiffs seeking monetary damages against the District following concluded and or stipulated settlement as a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 ("AB 218") and similar claims for tort liability.

2. The District has current obligations to pay certain claimants and/or plaintiffs (each, a "Series _____A Judgment Obligee" and, collectively, the "Series _____A Judgment Obligees") with respect to final judgments or orders for monetary damages against the District following concluded litigation or stipulated judgment by application of California Code of Civil Procedure Section 340.1 and AB 218 and similar claims for tort liability (each such judgment or order which is entered against the District by the applicable court or courts and which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal, as to be specified in Appendix B to the Indenture, referred to herein as a "Series _____A Judgment" and, collectively, as the "Series _____A Judgments").

3. The District has authorized short-term borrowing pursuant to its authority under applicable law in the form of notes to be issued from time to time, and has issued such notes as to be specified in Appendix B to the Indenture (each, a "Series _____A Note" or, collectively, the "Series _____A Notes"), the proceeds of which were used to satisfy and refund certain court approved stipulated judgments.

4. The District is authorized pursuant to the Refunding Law to issue refunding notes or bonds for the purpose of refunding any evidence of indebtedness of the District, including the Series _____A Judgments and the Series _____A Notes.

5. The District is obligated to pay the Series _____A Judgment Obligees and the holders of Series _____A Notes.

6. The Series _____A Bonds are being issued to refund the Series _____A Judgments and the Series _____A Notes and to pay certain expenses in connection with the issuance of the Series _____A Bonds.

7. The obligation of the District to pay the Series _____A Bonds to refinance these obligations is an existing obligation of the District and is an obligation imposed by law. The Series _____A Bonds do 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, and neither the Series _____A Bonds nor the obligation of the District to make payment of the interest on or the principal of the Series _____A Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

8. On _____, 2026, the Board of Education of the District (the "Board") adopted its resolution of the Board with respect to that program of finance of the District's obligations to certain claimants and/or plaintiffs seeking monetary damages as described above consistent with the District's long-term budgetary objectives (the "Resolution") and approving the within transaction. The Resolution provides a permanent financing solution for the District's obligations to the claimants and/or plaintiffs seeking monetary damages as described above including the refunding of the Series _____A Judgments and the Series _____A Notes consistent with the District's long-term budgetary objectives. The Series _____A Bonds, and any Additional Bonds to be issued in accordance with the Indenture will represent the aggregate amounts to be payable to Judgment Obligees in satisfaction of Judgments (each as defined in the Resolution) from time to time. The Resolution approves the issuance and sale of the Series _____A Bonds as provided therein.

9. The Representative, acting on behalf of and as the representative of itself and the other Underwriters, and not as an agent or representative of the District, offers to enter into this Purchase Agreement which, upon the District's acceptance, will be binding upon the District and upon the Underwriters. This offer is made subject to the District's written acceptance hereof on or before 11:59 p.m., California time, on the date hereof, or such other time as the parties hereto mutually agree upon in writing and, if not so accepted, will be subject to withdrawal by the Representative upon written notice (by telecopy or otherwise) delivered to the District at any time prior to the acceptance hereof by the District.

10. Terms used herein and not otherwise defined herein shall have the meanings specified in the Preliminary Official Statement (defined below).

Section 1. Obligation to Purchase.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the District hereby agrees to sell $_____.00 aggregate principal amount of the Series _____A Bonds, and the Underwriters hereby agree to purchase all of the Series _____A Bonds for offering to the public.

The Series _____A Bonds shall be dated their date of delivery and shall mature on the dates and bear interest at the rates per annum as set forth on Exhibit B attached hereto. The Series _____A Bonds shall be substantially in the form described in, shall be executed, authenticated and issued under and pursuant to, and shall be payable and subject to redemption as provided in, the Indenture, dated as of ____1, 202_ (the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"),

substantially in the form previously submitted to the Underwriters, with only such changes therein as shall be mutually agreed upon by the Representative, and the District.

Subject to the terms of the Purchase Agreement, the Underwriters agree to make a bona fide public offering of the Series _____A Bonds at the initial offering prices or yields set forth in Exhibit B hereto; provided, however, that the Underwriters reserve the right to make concessions to dealers and to change such initial offering prices or yields as the Underwriters shall deem necessary in connection with the marketing of the Series _____A Bonds.

Section 2. Purchase Price.

The Underwriters agree to purchase, all (but not less than all) of the Series _____A Bonds at an aggregate purchase price of $_____ (representing the $_____.00 aggregate principal amount of Series _____A Bonds, and less an Underwriters' discount of $_____) (the "Purchase Price").

Section 3. Official Statement.

(a) The District hereby authorizes the Underwriters to use, in connection with the offer and sale of the Series _____A Bonds, the Resolution, the Indenture, and the Continuing Disclosure Certificate, to be dated as of ____1, 202_ (the "Continuing Disclosure Certificate" and together with the Indenture, the "District Documents"), of the District, this Purchase Agreement, and the Preliminary Official Statement and the Official Statement (both as defined herein), and all information contained herein and therein, and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Agreement.

(b) The Underwriters hereby represent that they have received and reviewed the Preliminary Official Statement, dated _____, 202_ (including the cover page, inside cover page, the introduction and all appendices thereto, any documents incorporated therein by reference and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), with respect to the Series _____A Bonds. The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for information permitted to be omitted therefrom by Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule") and that the District is the obligated person for purposes of the Rule.

The Underwriters agree that prior to the time the Official Statement (as defined below) relating to the Series _____A Bonds is available, the Underwriters will send to any potential purchaser of the Series _____A Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) or electronic copy posted on an accessible website not later than the first business day following the date upon which each such request is received.

(c) The District shall provide, or cause to be provided, to the Representative as soon as practicable after the date of its acceptance of this Purchase Agreement (but, in any event, not later than within seven business days after the District's acceptance of this Purchase Agreement

and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the final Official Statement relating to the Series _____A Bonds, dated the date hereof (including the cover page, inside cover page, the introduction and all appendices thereto, as the same may be amended and supplemented in accordance with this Purchase Agreement, the "Official Statement"), substantially in the form of the Preliminary Official Statement, with only such changes as shall have been accepted by the Representative, approved for distribution pursuant to the Resolution, in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The District further confirms the authority of the Underwriters to use, and consents to the use of, the Official Statement (in printed or electronic form) with respect to the Series _____A Bonds, in connection with the public offering and sale of the Series _____A Bonds.

The District hereby agrees to deliver or cause to be delivered to the Official Statement, (a) in "designated electronic format" (as defined in Rule G-32 of the Municipal Securities Rulemaking Board), and (b) in printed form in such reasonable quantity as the Underwriters shall request in order to comply with the rules of the Municipal Securities Rulemaking Board.

The Underwriters agree to file the Official Statement with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system or as otherwise provided by the Securities Exchange Commission or Municipal Securities Rulemaking Board within one business day after receipt thereof from the District, but in no event later than the Closing Date (as defined herein).

Section 4. Closing.

(a) At or before 8:00 a.m., California time, on ____1, 202_, or at such other time or on such earlier or later date as the parties hereto shall agree upon (the "Closing" or "Closing Date"), the District will deliver or cause to be delivered to the Underwriters through the facilities of The Depository Trust Company ("DTC"), New York, New York, or at such other place upon which the Representative and the District may mutually agree, the Series _____A Bonds in the form of a single fully registered bond (which may be printed, copied photostatically or typewritten) for each maturity of the Series _____A Bonds, duly executed, authenticated and issued, and cause to be delivered to the Underwriters, at the offices of Dannis Woliver Kelley in Long Beach, California ("Bond Counsel"), or at such other place as may be mutually agreed upon, the other documents mentioned herein. Upon satisfaction of all conditions to the Closing set forth herein, the Representative will accept such delivery and pay the Purchase Price thereof, less the amount of such Good Faith Deposit (defined below), in immediately available funds (by check, wire transfer or other manner of payment as to which the Representative and the District may mutually agree) to the order of the Trustee.

(b) Upon the written acceptance of this Purchase Agreement by the District, the Representative, on behalf of the Underwriters, delivered on ____, 202_, by federal funds wire transfer (to the Trustee and payable in immediately available funds), for the account of the District, the amount of $_____, as a good-faith deposit (the "Good Faith Deposit") for the performance by the Underwriters of their obligation to accept and pay for the Series _____A Bonds at Closing in accordance with the provisions of this Purchase Agreement. Upon receipt,

such amount shall be held by the Trustee pending Closing (except as provided below), although the proceeds thereof may be invested by the Trustee as directed by the District pending the Closing. At the Closing, the Underwriters shall pay or cause to be paid the Purchase Price of the Series _____A Bonds, less the amount of such Good Faith Deposit, without accrued interest, and thereupon the District shall apply the amount of the Good Faith Deposit, to the payment of the balance of such Purchase Price. In the event of the District's inability to deliver the Series _____A Bonds at the Closing, or if the District is unable to satisfy the conditions to the Underwriters' obligations contained herein (unless such conditions are waived by the Representative), or if the Underwriters' obligations shall be terminated for any reason permitted hereby, the District shall cause the Trustee to forthwith return the amount of the Good Faith Deposit to the Representative immediately and such return shall constitute a full release and discharge of all claims by the Underwriters against the District arising out of the transactions contemplated by this Purchase Agreement (except for the respective obligations of the parties set forth in Section 9 herein). In the event that the Underwriters fail (other than for a reason permitted hereby) to accept and pay for the Series _____A Bonds at the Closing as herein provided, the proceeds of the Good Faith Deposit, shall be retained and applied by the District in full and complete liquidated damages (and not as a penalty) for such failure and as a discharge of all damages suffered on the part of the District as a result of such failure.

(c) The Series _____A Bonds shall be issued and sold under and in accordance with the provisions of this Purchase Agreement and the Indenture. The Series _____A Bonds shall bear CUSIP Service Bureau numbers, but the failure to print any such number on any of the Series _____A Bonds shall not constitute cause for a failure or refusal by the Underwriters to accept delivery of, or pay for, the Series _____A Bonds in accordance with this Purchase Agreement. The Series _____A Bonds shall be made available to the Representative in Los Angeles, California, for inspection at least one business day Prior to the Closing Date.

Section 5. Covenants, Representations and Warranties of the District. The District hereby covenants, represents, warrants, and agrees that:

(a) The District is a unified school district duly organized and validly existing under the constitution and laws of the State of California (the "State") with full legal power to issue the Series _____A Bonds pursuant to the Refunding Law. The Resolution has been duly adopted, has not been modified, repealed, or rescinded in any respect, and is in full force and effect. The District has all necessary power and authority and has taken all official actions necessary to execute and deliver the Official Statement and to execute, deliver and perform its duties under this Purchase Agreement and the District Documents, and to carry out and effectuate the transactions contemplated by the Resolution and this Purchase Agreement, and each of the District Documents and this Purchase Agreement has been duly authorized, has or will be executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, when executed and delivered by the District will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) The District is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the District is a party or to which the District or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the District Documents and the Series _____A Bonds, and the adoption of the Resolution, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the District (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Series _____A Bonds or the District Documents.

(c) There is no consent, approval, authorization, registration, qualification, election or referendum, or other order of, or filing with, or certification by, any court, governmental agency, public body or regulatory entity whatsoever having jurisdiction over the District required for the execution and delivery of this Purchase Agreement or the District Documents, or the adoption of the Resolution, or the issuance, execution and sale of the Series _____A Bonds or the consummation by the District of the transactions contemplated herein, in the Official Statement or in the District Documents, which has not been duly obtained or made on or prior to the date hereof.

(d) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several officials of the District designated in the Resolution or the District Documents or of the titles of such officials to such offices, (ii) which affects or seeks to prohibit, restrain or enjoin the execution and delivery of the District Documents and this Purchase Agreement or the issuance of the Series _____A Bonds or the application of the proceeds of the sale of the Series _____A Bonds or the adoption of the Resolution, (iii) contesting the validity of the Resolution, this Purchase Agreement, the Series _____A Bonds or any of the District Documents, or the powers of the District to enter into or perform its obligations under the Resolution, this Purchase Agreement or the District Documents or the existence or powers of the District or its authority or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or (iv) which, if determined adversely to the District, would materially impair the District's ability to meet its obligations under the District Documents, this Purchase Agreement, the Resolution or the Series _____A Bonds, or materially and adversely affect the District's financial condition.

(e) The preparation and distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the District and the statements and information contained in the Preliminary Official Statement were, as of the date thereof, and are, as of the date hereof (excluding any information permitted to be omitted pursuant to the Rule), and the statements and information contained in the Official Statement is, as of the date hereof, and will be, as of the Closing Date and the date which is 25 days following the end of the "underwriting period" (as defined in the Rule), true and correct in all material respects and such statements and information did not, do not and will not, as applicable, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) The District agrees that, for a period of 25 days after the "end of the underwriting period" (as defined in the Rule), if any event of which it has actual knowledge occurs as a result of which the information in the Official Statement as then in existence would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the District shall promptly prepare, or cooperate in the preparation of, an amendment or supplement to the Official Statement which will correct such statement or omission. The District shall advise the Underwriters promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Representative. The Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. The District shall promptly advise the Underwriters of the commencement of any action, suit, proceeding, inquiry, or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale, or distribution of the Series _____A Bonds. Unless the Underwriters otherwise advise the District that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The District agrees to cooperate with the Underwriters in endeavoring to qualify the Series _____A Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Representative may reasonably request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in connection with any such qualification in any jurisdiction and that the Underwriters shall be solely responsible for the cost of such qualification.

(h) Between the date hereof and the Closing, without the prior written consent of the Underwriters, the District will not have issued in the name of the District any bonds, notes, or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(i) To assist the Underwriters in complying with the Rule, the District will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Except as described in the Preliminary Official Statement and the Official Statement, the District has not failed to comply in any

material respect with any continuing disclosure obligation entered into pursuant to the Rule in the past five years.

(j) The audited financial statements of the District for the fiscal year ended June 30, 202_ (selected information from which is included as Appendix B to the Official Statement), were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement.

(k) Any certificates signed by any officer of the District and delivered to the Representative shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, in such person's individual capacity, as to the statements made therein.

Section 6. Representations, Warranties and Agreements of the Underwriters. The Underwriters represent to and agree with the District that, as of the date hereof and as of the date of Closing:

(a) The Representative is duly authorized and has been duly authorized by the Underwriters to execute this Purchase Agreement, to act hereunder on behalf of the Underwriters and to take any action under this Purchase Agreement required to be taken by the Underwriters.

(b) The Underwriters have, and have had, no financial advisory relationship (as such term is defined in California Government Code Section 53590) with the District with respect to the Series _____A Bonds, and no investment firm controlling, controlled by or under common control with any of the Underwriters has or has had any such financial advisory relationship (as such term is defined in California Government Code Section 53590).

(c) The Underwriters are in compliance with MSRB Rule G-37 with respect to the District and are not prohibited thereby from acting as underwriters with respect to securities of the District.

(d) The Underwriters have reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Series _____A Bonds pursuant to Section 5(k) hereof is sufficient to effect compliance with Rule 15c2-12.

Section 7. Underwriters Not Acting as Fiduciaries. The District acknowledges and agrees that (a) the purchase and sale of the Series _____A Bonds under this Purchase Agreement is an arm's-length commercial transaction between District and the Underwriters; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principal and not as the agent or fiduciary of the District; (c) the Underwriters have not assumed a fiduciary responsibility in favor of the District with respect to (i) the offering of the Series _____A Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the District on other matters); or (ii) any

other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction. The District acknowledges that it has previously provided the Underwriters with an acknowledgement of receipt of the required Underwriters disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB").

Section 8. Conditions to the Obligations of the Underwriters. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The obligation of the Underwriters to accept delivery of and pay for the Series _____A Bonds on the Closing Date shall be subject, in the opinion of the Representative, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein, in the District Documents, the Resolution and the Series _____A Bonds, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Trustee and the District made in any certificates or other documents furnished pursuant to the provisions hereof or of the District Documents or the Resolution, and to the performance by the Trustee and the District of their respective obligations, as applicable, to be performed hereunder and under the District Documents on or prior to the Closing Date, and to the following additional conditions:

(a) As of the Closing Date, the Series _____A Bonds, the Resolution, the District Documents and the Official Statement shall have been duly authorized or adopted, as applicable, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriters with only such changes as shall have been agreed to in writing by the Representative, and such agreements shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative, and there shall have been taken in connection therewith, with the execution, authentication and issuance of the Series _____A Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Bond Counsel shall deem to be necessary and appropriate in order to permit it to render the opinion set forth in Appendix D to the Official Statement;

(b) As of the Closing Date, the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Representative and the District;

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, shall be pending (in which service of process has been completed against the District) or threatened which has any of the effects described in Section 5(d) hereof or contesting in any way the completeness or accuracy of either the Preliminary Official Statement or the Official Statement;

(d) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth in the Official Statement, of the Series _____A Bonds shall not have been materially adversely affected (evidenced by a written notice from the

Representative to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Series _____A Bonds) by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made, by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, (A) to the effect that the Series _____A Bonds, or obligations of the general character of the Series _____A Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (B) with respect to federal or state taxation upon interest received on obligations of the general character of the Series _____A Bonds;

(2) the declaration of war or engagement in major military hostilities or escalation of hostilities by the United States, the occurrence of an act of terrorism involving the United States or the occurrence or escalation of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authorities, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series _____A Bonds, or obligations of the general character of the Series _____A Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series _____A Bonds, or the execution, delivery, offering or sale of the Series _____A Bonds, including any or all underlying obligations, as

contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(6) any rating on the Series _____A Bonds or other general fund obligations of the District has been downgraded, suspended or withdrawn by a national rating service or assigned a negative qualification (e.g., "credit watch" or "negative outlook" designation) or other announcement is made by a national rating service that the Series _____A Bonds or other general fund obligations of the District are under review without indication of a potentially favorable result, which, in the reasonable opinion of the Representative, materially adversely affects the marketability or market price of the Series _____A Bonds;

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue in any material adverse respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(8) except as disclosed in or contemplated by the Preliminary Official Statement and the Official Statement, any material adverse change in the affairs of the District; or

(9) the purchase of and payment for the Series _____A Bonds by the Underwriters, or the resale of the Series _____A Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(e) On or prior to the Closing Date, the Underwriters shall have received the following documents, in each case satisfactory in form and substance to the Representative:

(1) A certificate of the District, together with a certified copy of the Resolution, to the effect that such copy is a true and correct copy of the Resolution, and that the Resolution was duly adopted and has not been modified, amended, rescinded, or revoked and is in full force and effect on the Closing Date;

(2) copies of this Purchase Agreement and the District Documents duly executed and delivered by the respective parties thereto, with such amendments, qualifications or supplements as may have been agreed to in writing by the Representative;

(3) the approving opinion of Bond Counsel substantially in the form included as Appendix D to the Official Statement, dated the Closing Date and addressed to the District, and a reliance letter or letters addressed to the Representative and the Trustee, of Bond Counsel;

(4) the supplemental opinion of Bond Counsel, to the effect that: (i) the Purchase Agreement and the Continuing Disclosure Certificate have been duly executed and delivered by the District and constitute valid and binding obligations of the District, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against school districts in the State and except that no opinion need be expressed with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability (and provided that no opinion need be rendered regarding the adequacy of the Continuing Disclosure Certificate for purposes of the Rule); (ii) the statements contained in the Official Statement under the captions "THE SERIES _____A BONDS" (except for any statements contained under the subcaption "Book-Entry-Only System"), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and "VALIDATION PROCEEDING" and contained in APPENDIX C – "SUMMARY OF INDENTURE" and APPENDIX D – "FORM OF BOND COUNSEL OPINION" excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture or set out the content of Bond Counsel's approving opinion, are accurate in all material respects; and (iii) the Series _____A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(5) the opinion of Dannis Woliver Kelley, Disclosure Counsel to the District, substantially in the form attached hereto as Exhibit C, dated the date of Closing and addressed to the District, with a reliance letter addressed to the Representative to the effect that the Underwriters may rely upon the opinion of Disclosure Counsel;

(6) the opinion of general counsel to the District, addressed to the District, the Trustee, and the Representative, dated the Closing Date, substantially in the form appended hereto as Exhibit D;

(7) the opinion of _____, Underwriters' Counsel, dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Representative;

(8) a copy of the final judgment entered in favor of the District in connection with the complaint for validation filed in the Superior Court of California, County of Los Angeles;

(9) a copy of the District's AAFR for the Fiscal Year ended June 30, 202_;

(10) [Reserved]:

(11) a certificate of the District evidencing the District's determination respecting the Preliminary Official Statement in accordance with Rule 15c2-12;

(12) a certificate of the District, dated the Closing Date, signed by an official of the District as may be acceptable to the Representative, and in form and substance satisfactory to the Representative, to the effect that:

(i) the District Documents and this Purchase Agreement have each been validly authorized and duly executed and delivered by officers of the District designated for such purpose in the Resolution, and, assuming due authorization, execution and delivery by the other parties thereto, constitute the valid and binding obligations of the District, enforceable in accordance with their respective terms; provided, however, that the representation as to enforceability may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights and may be subject to general principals of equity;

(ii) the representations and agreements of the District contained in the District Documents and this Purchase Agreement are true and correct as of and as if made on the Closing Date; provided that with respect to any representation made therein pertaining to litigation affecting the District, such representation may be made subject to the extent such litigation is disclosed in the Official Statement;

(iii) the District has complied with all agreements, covenants, and conditions to be complied with by the District on or prior to the Closing Date under the District Documents and this Purchase Agreement;

(iv) no litigation is pending (with service of process completed on the District) or, to the best of such official's knowledge, threatened (either in state or federal courts): (A) in any way affecting the existence of the District or in any way challenging the respective powers of the several officials of the District designated in the Resolution or in the District Documents or of the titles of such officials to such offices; (B) seeking to restrain or enjoin the issuance or delivery of the Series _____A Bonds, the application of the proceeds of the sale of the Series _____A Bonds, or in any way contesting or affecting the validity or enforceability of the Resolution, the Series _____A Bonds, the District Documents, this Purchase Agreement, the related Series _____A Judgments and Series _____A Notes being refunded, or the authority of the District to enter into the District Documents or this Purchase Agreement or adopt the Resolution, (C) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, (D) contesting or affecting the powers of the District in connection with any action contemplated by the Preliminary Official Statement, the Official Statement or the District Documents or this Purchase Agreement, or (E) except as disclosed in the Preliminary Official Statement and the Official Statement, in which a final adverse decision could (1) result in any material adverse change to the business, properties, assets or the financial condition of the District or to its ability to pay principal of or interest on the Series _____A Bonds when due, or (2) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the District Documents or this Purchase Agreement,

and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence; and

(v) the statements and information contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and such statements and information do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the information and statements made therein, in the light of the circumstances under which they were made, not misleading;

(vi) the District has not been delivered a qualified or negative certification for the current or prior fiscal year or the Los Angeles County Office of Education ("LACOE") shall have reported its determination under California Education Code Section 42133 that the District's repayment of the Series _____A Bonds is probable;

(vii) each of the conditions listed in Section 8 of this Purchase Agreement required to be satisfied by the District has been satisfied on the date thereof and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied on the date thereof; and

(viii) the Series _____A Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Agreement substantially conform to the descriptions thereof contained in the Indenture, the Official Statement and this Purchase Agreement.

(13) a certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Representative, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the Unites States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate the Series _____A Bonds to the Underwriters pursuant to the Indenture;

(ii) when delivered to and paid for by the Underwriters on the Closing Date, the Series _____A Bonds will have been duly authenticated by the Trustee in accordance with the Indenture;

(iii) the execution and delivery of the Indenture, and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, material agreement or other material instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other

security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, material agreement or other material instrument, except as provided by the Indenture;

(iv) the Series _____A Bonds were examined by the Trustee and found to be in the form required by the Indenture and the Trustee has authenticated the Series _____A Bonds pursuant to the provisions of the Indenture in the name of and on behalf of the Trustee, by authorized signatories of the Trustee duly authorized to so authenticate the Series _____A Bonds, registered and delivered by the Trustee pursuant to the Indenture and the Written Request of the District (as such term is defined in the Indenture), as directed by the Representative; and

(v) to the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the authentication and issuance of the Series _____A Bonds by the Trustee, or in any way contesting or affecting the validity or enforceability of the Indenture against the Trustee, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture or the ability of the Trustee to perform its obligations thereunder;

(14) an opinion of counsel to the Trustee, subject to the satisfaction of the Representative, dated the date of the closing and addressed to the District, the Representative and the to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the Unites States and is authorized to exercise trust powers.

(ii) the Trustee has all requisite corporate power, authority, and legal right to execute and deliver, and is qualified to enter into and perform its duties under, the Indenture and has taken all necessary corporate action to execute and deliver the Indenture;

(iii) the Indenture has been validly authorized and duly executed and delivered by officers of the Trustee designated for such purpose in the Bylaws of the Trustee, and, assuming due authorization execution and delivery by the District, constitutes the valid and binding obligation of the Trustee, enforceable in accordance with their respective terms; provided, however, that the opinion as to

enforceability may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights and may be subject to general principles of equity;

(iv) the execution and delivery of the Indenture, and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, material agreement or other material instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, material agreement or other material instrument, except as provided by the Indenture;

(v) to such counsel's knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Trustee that has not been obtained by the Trustee is required for the authorization, execution, delivery and performance by the Trustee of the Indenture;

(vi) the Series _____A Bonds have been duly authenticated by the Trustee in accordance with the Indenture; and

(vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the authentication and issuance of the Series _____A Bonds by the Trustee, or in any way contesting or affecting the validity or enforceability of the Indenture against the Trustee, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture or the ability of the Trustee to perform its obligations thereunder;

(15) evidence that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(16) a blue sky survey as to the marketability of the Series _____A Bonds within the United States;

(17) a copy of the Preliminary and Final Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855(g) of the California Government Code; and

(18) such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Bond Counsel may reasonably request.

Section 9. Expenses.

All expenses and costs of the District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Series _____A Bonds to the Underwriters, including (a) the cost of preparation, printing, authentication and issuance of the Series _____A Bonds; (b) the acceptance fees of the Trustee and any fees and expenses of Trustee's counsel; (c) any fees charged by any rating agency in connection with obtaining a rating for the Series _____A Bonds, including interstate travel; (d) the cost of preparation, distribution and delivery of the Preliminary Official Statement and the final Official Statement; (e) the fees and expenses of Bond Counsel and Disclosure Counsel; (f) the fees and expenses of validation counsel and costs of validation; and (g) fees and expenses of District consultants, including the District's Municipal Advisor; shall be paid by the District. All out-of-pocket expenses of the Underwriters, including California Debt and Investment Advisory Commission fees, CUSIP Service Bureau registration fees, Municipal Securities Rulemaking Board fees, expenses for travel and other expenses of the Underwriters, shall be paid by the Underwriters; provided, however, that (i) the District shall pay for expenses incurred on behalf of District employees in connection with implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees, if any, and (ii) if: (A) the Series _____A Bonds are not delivered to the Underwriters by the District (unless such delivery is prevented by the Underwriters' default under this Purchase Agreement, in which case the Underwriters shall pay such costs and expenses); (B) the District is unable to satisfy the conditions in Section 8: or (C) the District is unable to fulfill its obligations set forth in this Purchase Agreement, the District shall reimburse the Underwriters for out-of-pocket expenses reasonably incurred by the Underwriters in connection with this Purchase Agreement or the offering contemplated hereunder. The District acknowledges that it has had an opportunity in consultation with such advisors as they may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred in connection with the issuance and sale of the Series _____A Bonds.

(b) The Underwriters shall pay (from the expense component of the underwriting spread): (i) the cost of preparation and printing of this Purchase Agreement and the preliminary blue sky memorandum and final blue sky memorandum; (ii) all advertising expenses and blue sky filing fees in connection with the public offering of the Series _____A Bonds; and (iii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (iv) all other expenses incurred by the Underwriters in connection with the public offering of the Series _____A Bonds, including the fees and disbursements of Underwriters' Counsel.

Section 10. Notices.

Any notices to be given the Underwriters shall be given in writing to _____, _____, Attention: _____, _____. Any notices to be given to the District shall be given in writing to the District at 333 South Beaudry Avenue, 26th Floor, Los Angeles, California 90017, Attention: Chief Financial Officer.

Section 11. Parties in Interest; Survival of Representations and Warranties.

This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriters. This Purchase Agreement is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive, unless waived by the Underwriters regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Series _____A Bonds hereunder, and (c) any termination of this Purchase Agreement.

Section 12. Applicable Law.

This Purchase Agreement shall be interpreted, governed, and enforced in accordance with the laws of the State of California, applicable to contracts made and performed in such State.

Section 13. Effectiveness.

This Purchase Agreement shall become effective upon the execution hereof by the Representative and the District, and shall be valid and enforceable from and after the time of such execution.

Section 14. Severability.

In the event any provision of this Purchase Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such shall not invalidate or render unenforceable any other provision hereof.

Section 15. Counterparts.

This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 16. Electronic Signatures.

Each of the parties hereto agrees that the transaction consisting of this Purchase Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Purchase Agreement, and (ii) that signing this Purchase Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Purchase Agreement in a usable format.

IN WITNESS WHEREOF, each of the undersigned has executed this Purchase Agreement by its duly authorized officer.

_____,
as Representative of the Several Underwriters

By _____
_____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Controller

EXHIBIT A

PARTICIPATING UNDERWRITERS

_____
_____
_____
_____
_____

EXHIBIT B

MATURITY SCHEDULE

$_____
LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BONDS, SERIES _____A
(FEDERALLY TAXABLE)

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price

REDEMPTION PROVISIONS

The Series _____A Bonds shall be subject to redemption as follows:

Optional Redemption of Series _____A Bonds. The Series _____A Bonds maturing on or after October 1, 20___ are subject to redemption prior to their respective stated maturities at the written direction of the District, from any moneys deposited by the District, as a whole or in part on any date (in such maturities as are designated in writing by the District to the Trustee) on or after October 1, 20___, at a redemption price of 100% of the principal amount of Series _____A Bonds called for redemption, together with accrued interest to the date fixed for redemption.

Optional Make-Whole Redemption of Series _____A Bonds. The Series _____A Bonds are subject to redemption prior to their stated maturities at the option of the District, in whole or in part, on any date, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Series _____A Bonds to be redeemed; or (b) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Series _____A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series _____A Bonds are to be redeemed, discounted to the date on which such Series _____A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus (i) with respect to Series _____A Bonds maturing on October 1, 20__ through and including October 1, 20___, 10 basis points, (ii) with respect to Series _____A Bonds maturing on October 1, 20___ through and including October 1, 20__, 15 basis points, and (iii) with respect to Series _____A Bonds maturing on October 1, 20___ through and including October 1, 20__, 20 basis points; plus, in each case, accrued interest on such Series _____A Bonds to be redeemed to the redemption date.

For purposes of the foregoing provisions concerning optional redemption of the Series _____A Bonds, the following terms have the meanings described below:

"Treasury Rate" means, with respect to any redemption date for a particular Series _____A Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series _____A Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

At the request of the District, the optional make-whole redemption price of the Series _____A Bonds to be redeemed at the option of the District as described above will be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the District at the District's expense to calculate such redemption price. The District may conclusively rely on the determination of such redemption price by such independent

accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

EXHIBIT C

FORM OF DISCLOSURE COUNSEL OPINION

[Closing Date]

Los Angeles Unified School District
Board of Education
333 S. Beaudry Avenue, 26th Floor
Los Angeles, CA 90017

Re: $_____ Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Los Angeles Unified School District (the "District") in the County of Los Angeles, California (the "County") in connection with the sale to _____, on its own behalf and as representative of the underwriters named in the Purchase Agreement (defined below) (together, the "Underwriters"), of the District's Judgment Obligation Bonds, Series _____A (Federally Taxable) in the aggregate principal amount of $_____ (the "Bonds"), pursuant to that certain Bond Purchase Agreement dated ____1, 202_, by and between the District and the Underwriters (the "Purchase Agreement").

The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on _____, 202_ (the "Resolution"), pursuant to certain provisions of the Government Code (the "Government Code") of the State of California (the "State"), and other applicable law. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In that connection, we have been furnished with and have examined certain portions of the Resolution and the Official Statement, dated ____1, 202_, the Purchase Agreement, certificates of the District and others, the opinions referred to in Section 8(e) of the Purchase Agreement, and such other records, opinions and documents, as we have deemed appropriate as a basis for the conclusions hereinafter expressed.

As to questions of fact material to the statements made below, we have relied upon representations and information supplied to us by the District and its officials, employees and representatives and upon representations and certificates of various other public officials. This opinion is limited to matters governed by the federal securities laws of the United States of America, and we assume no responsibility with respect to the applicability or effect of the laws

of any other jurisdiction. In the course of our representation, nothing has come to our attention that caused us to believe that any of the factual representations upon which we have relied are untrue, but we have made no other factual investigations. We assume that any electronic version of the Official Statement is identical in all respects to the printed version.

In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). We have assumed that all records, documents, certificates and opinions that we reviewed, and the signatures thereto, are genuine.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. In our capacity as Disclosure Counsel to the District, to assist you in part of your responsibility with respect to the Official Statement, we met in conferences and participated in telephone conferences with your representatives, the Underwriters, Bond Counsel, the District and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences and in reliance thereon and on the records, documents, certificates and opinions herein mentioned (as set forth above), we advise you as a matter of fact and not opinion that, during the course of our engagement as Disclosure Counsel, no information came to the attention of the attorneys in our firm rendering legal services in connection with such representation, which caused us to believe that the Preliminary Official Statement as of its date, and the Official Statement as of its date and as of the Closing Date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the Appendices, statements contained in the Official Statement under the caption "UNDERWRITING," or any information about The Depository Trust Company, New York, New York ("DTC") or its book-entry-only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter is delivered to the addressees solely for their benefit for the purpose of the issuance and sale of the Bonds. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Bonds or by virtue of this letter. Our engagement with respect to this matter has terminated as of the date hereof and we disclaim any obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person or to be filed with any governmental or other administrative agency or other person or entity for any purpose without our prior written consent. This letter is not intended to, and may not, be relied upon by the owners of the Bonds or by any other party to whom it is not specifically addressed.

The foregoing represents our interpretation of applicable law to the facts as described herein. We bring to your attention that our legal opinion and conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

____1, 202_

Los Angeles Unified School District
Los Angeles, California

U.S. Bank Trust Company, National Association, as Trustee
Los Angeles, California

[Representative]

_____

Los Angeles Unified School District
Judgment Obligation Bonds, Series _____A (Federally Taxable)

Ladies and Gentlemen:

This opinion is rendered to you in my capacity as general counsel to the Los Angeles Unified School District (the "District") in connection with the issuance of $_____ aggregate principal amount of the Los Angeles Unified School District Judgment Obligation Bonds, Series _____A (Federally Taxable) (the "Bonds"), on the date hereof pursuant to the Indenture, dated as of ____1, 202_ (the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). This letter is addressed to you pursuant to Section 8(e)(5) of the Bond Purchase Agreement, dated ____, 202_ (the "Purchase Agreement"), by and between the District and _____, as representative (the "Representative") of itself and _____ (the "Underwriters"), providing for the purchase of the Bonds. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In such connection, we have reviewed the Indenture, the Continuing Disclosure Certificate, and the Purchase Agreement (together, the "District Documents"), the Bonds, the related Series _____A Judgments and Series _____A Notes being refunded, a copy of the resolution of the Board adopted on _____, 202_ with respect to that program of finance of the District's obligations to the Judgment Obligees evidenced by the Judgments (each as defined therein) consistent with the District's long-term budgetary objectives (the "Resolution"), the Official Statement, and such other documents, records and instruments, and made such investigations of law and fact, as I have deemed necessary to render the opinions expressed herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions and cover certain matters not directly addressed by such authorities.

Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events, or matters. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted, or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Purchase Agreement and the Indenture. We call attention to the fact that the rights and obligations under the Purchase Agreement, and the Indenture, and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), arbitration, judicial reference, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice.

Based on the foregoing, and solely with respect to the laws of the State of California (the "State"), I am of the following opinions, as of the date hereof:

1. The District is a unified school district validly existing pursuant to the Constitution and the laws of the State of California with full legal right, power, and authority to execute, deliver and perform all of its obligations under the Purchase Agreement and the other District Documents, and to participate in the transactions contemplated by the Official Statement;

2. The Resolution was duly adopted at a meeting of the Board, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution is in full force has not been modified, amended, or rescinded;

3. The District has the full right and lawful authority to enter into and perform its duties and obligations under the District Documents and to authorize the issuance and sale of the Bonds.

4. The District has duly authorized the distribution of the Preliminary Official Statement and the Official Statement and the District Documents have been duly authorized, executed and delivered and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the District enforceable

against the District in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

5. No authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the District of the District Documents, the Official Statement, or the Bonds, or the adoption of the Resolution, or the consummation by the District of the other transactions contemplated by such agreements (provided that no opinion need be expressed as to any action required under state securities or blue sky laws in connection with the purchase or distribution of the Bonds by the Underwriters).

6. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or public body, pending (with service of process completed on the District) or to her knowledge threatened against the District, to restrain or enjoin the execution, delivery or performance of the District Documents, the Bonds or the adoption of the Resolution, or any of the proceedings taken with respect to the delivery of the Bonds, the application of monies to the payment of the Bonds or in any manner questioning the proceedings and authority under which the Bonds were authorized or challenging the validity of the Bonds, the existence or boundaries of the District or the title of the officials of the District who have acted with respect to the proceedings for the issuance of the Bonds and the District Documents on behalf of the District to their respective offices.

7. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending (with service of process completed on the District), or to her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the due adoption of the Resolution, and there is no breach or default under any other instruments which is caused by the issuance of the Bonds or the execution and delivery of the District Documents.

With respect to the foregoing opinion, please be advised that the rights and obligations under the District Documents and with respect to the Bonds are subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights in general, to the application of general principles of equity (regardless of whether such enforceability is considered in equity or at law), and to limitations on legal remedies imposed in actions against public entities in the State. I express no opinion as to the availability of equitable remedies or as to the effect the federal bankruptcy laws may have on the provisions of the District Documents or the Bonds.

This letter is furnished by us as general counsel to the District. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. This letter is delivered pursuant to Section 8(e)(5) of the Purchase Agreement and is solely for your benefit in connection with the issuance of the Bonds and is not to be used, circulated, quoted, or otherwise referred to or relied upon for any other purpose or by any other

person. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated [DATE], is executed and delivered by the Los Angeles Unified School District (the "District") in connection with the issuance of its Bonds (defined herein), which are being issued pursuant to the laws of the State of California and the Resolution (defined herein). 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 Bonds 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 Resolution, 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bonds" shall mean the Los Angeles Unified School District's Judgement Obligation Bonds, Series ____ A (Federally Taxable).

"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 Bonds, or if the Bonds 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 [_____], 202_, with respect to the Bonds.

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Resolution" shall mean the resolution adopted by the Board of Education of the District on _____, 202_.

"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 202_-2_ fiscal year (which is due not later than _____, 202_), 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) Table [_] – "Historical Gross Assessed Valuation of Taxable Property" if and to the extent provided to the District by the County;

(ii) Table [_] – "Assessed Valuation and Parcels by Land Use;"

(iii) Table [_] – "Assessed Valuations of Single Family Homes per Parcel;"

(iv) Table [_] – "Largest Local Secured Taxpayers;"

(v) Table [_] – "Secured Tax Charges and Delinquencies," if and to the extent provided to the District by the County;

(vi) Table [_] – "Average Daily Attendance;"

(vii) Table [_] – "District General Fund Budget" for the current fiscal year;

(viii) Table [_] – "Proposition BB (Election of 1997) Bonds," if and only to the extent that bonds issued pursuant to Proposition BB or bonds that have refunded such bonds are outstanding;

(ix) Table [_] – "Measure K (Election of 2002) Bonds," if and only to the extent that bonds issued pursuant to Measure K or bonds that have refunded such bonds are outstanding;

(x) Table [_] – "Measure R (Election of 2004) Bonds," if and only to the extent that bonds issued pursuant to Measure R or bonds that have refunded such bonds are outstanding;

(xi) Table [_] – "Measure Y (Election of 2005) Bonds," if and only to the extent that bonds issued pursuant to Measure Y or bonds that have refunded such bonds are outstanding;

(xii) Table [_] – "Measure Q (Election of 2008) Bonds," if and only to the extent that bonds issued pursuant to Measure Q or bonds that have refunded such bonds are outstanding;

(xiii) Table [_] – "Measure RR (Election of 2020) Bonds," if and only to the extent that bonds issued pursuant to Measure RR or bonds that have refunded such bonds are outstanding; and

(xiv) Table [_] – "Measure US (Election of 2024) Bonds," if and only to the extent that bonds issued pursuant to Measure US or bonds that have refunded such bonds are outstanding.

(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 Bonds;

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) modifications to rights of Holders, if material;

(iv) bond 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 Bonds, or other material events affecting the tax status of the Bonds;

(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 Bonds, 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 Paying Agent or the change of name of a Paying Agent, 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 Bonds.

(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 Bonds pursuant to the Resolution.

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 Bonds and the 9-digit CUSIP numbers for the Bonds 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 Bonds. If such termination occurs prior to the final maturity of the Bonds, 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 Bonds, 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 Bonds (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 Bonds or (2) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution 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 Bonds, 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 Bonds then outstanding, shall) or any Holders or Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the 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 Resolution, 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 Bonds.

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 Bonds, 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.

(Signature page follows)

Dated: _____, 202_

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Chief Financial Officer

ACKNOWLEDGED AND AGREED TO BY:

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Dissemination Agent

By: _____
Dissemination Agent

-Signature Page-
Continuing Disclosure Certificate

NEW ISSUE
FULL BOOK-ENTRY

RATINGS: Fitch : "___"
Moody's: "___"
(See "RATINGS" herein)

[DAC Logo]

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 202_A Bonds is exempt from State of California personal income taxes. Bond Counsel observes that interest on the Series 202_A Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 202_A Bonds. See "TAX MATTERS" herein.

$_____*

[District Logo]

LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BONDS, SERIES 202_A
(FEDERALLY TAXABLE)

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 Judgment Obligation Bonds, Series 202_A (Federally Taxable), in the aggregate principal amount of $_____* (the "Series 202_A Bonds"), are being issued by the Los Angeles Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California ("State"), pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (collectively, the "Refunding Law") and under that certain Indenture (the "Indenture"), dated as of July 1, 2025, by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Series 202_A Bonds are being issued to (i) refund the District's obligations under the Series 202_A Notes (as defined herein) issued in satisfaction of certain court approved judgments, (ii) refund certain stipulated judgments (together, the "Series 202_A Judgments") to satisfy obligations to certain Judgment Obligees (the "Series 202_A Judgment Obligees"), and (iii) pay the costs of issuance of the Series 202_A Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. Pursuant to the Indenture, additional bonds ("Additional Bonds") may be subsequently issued by the District on a parity with the Series 202_A Bonds, as described in this Official Statement. The Series 202_A Bonds and any such Additional Bonds are collectively referred to as the "Bonds."

The obligations of the District under the Bonds and under the Indenture, including the obligation to make all payments of the interest on and the principal of the Bonds when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State of California, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

The Series 202_A Bonds will be dated as of their initial date of delivery and will mature on October 1 of each year in the amounts and will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum set forth on the inside front cover page hereof. Interest on the Series 202_A Bonds will be payable on April 1 and October 1 of each year, commencing October 1, 202_, so long as any Series 202_A Bonds remain Outstanding. See "THE SERIES 202_A BONDS" herein.

The Series 202_A Bonds 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, Brooklyn, New York ("DTC"), which will act as securities depository for the Series 202_A Bonds. Individual purchases of the Series 202_A Bonds will be made in book-entry form only. Purchasers of Series 202_A Bonds will not receive physical certificates representing their ownership interests in the Series 202_A Bonds purchased. The Series 202_A Bonds will be delivered in denominations of $5,000 or any integral multiple thereof. Principal and interest payments on the Series 202_A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest on the Series 202_A Bonds, DTC will in turn distribute such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Series 202_A Bonds. See "THE SERIES 202_A BONDS – Book-Entry Only System" and APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM."

The Series 202_A Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 202_A BONDS – Redemption."

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 Series 202_A Bonds.

MATURITY SCHEDULE – See Inside Cover

The Series 202_A Bonds will be offered when, as and if issued, and received by the Underwriters, subject to the approval as to their legality by Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District, and certain other conditions. Certain legal matters will be passed upon for the District by the General Counsel to the District and by Dannis Woliver Kelley, Long Beach, California, Disclosure Counsel to the District, and for the Underwriters by _____, _____, California. It is anticipated that the Series 202_A Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 202_.

UNDERWRITER LOGO

Dated: _____, 202_.

* Preliminary; subject to change.

MATURITY SCHEDULE

$_____
LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BONDS, SERIES 202_A
(FEDERALLY TAXABLE)

BASE CUSIP[†]: 544647

Maturity Date (October 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[†] Number

[†] CUSIP® is a registered trademark of The American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of The American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriters or their respective agents or counsel assume responsibility for the accuracy of such numbers. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 202_A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 202_A Bonds.

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

District	Member	Term Ending
3	Scott Schmerelson, President	December 10, 2028
2	Dr. Rocio Rivas, Vice President	December 13, 2026
1	Sherlett Hendy Newbill	December 10, 2028
4	Nick Melvoin	December 13, 2026
5	Karla Griego	December 10, 2028
6	Kelly Gonez	December 13, 2026
7	Tanya Ortiz Franklin	December 10, 2028

DISTRICT OFFICIALS

Alberto M. Carvalho, Superintendent
Jaime G. Torrens, Senior Advisor to the Superintendent
Pedro Salcido, Deputy Superintendent of Business Services and Operations
Devora Navera Reed, General Counsel
Saman Bravo-Karimi, Chief Financial Officer
Kurt John, Deputy Chief Financial Officer – Finance
Ernie Thomas, Controller
Timothy S. Rosnick, Deputy Controller

PROFESSIONAL SERVICES

Bond Counsel

Dannis Woliver Kelley
Long Beach, California

Municipal Advisor

KNN Public Finance
Berkeley, California

Disclosure Counsel

Dannis Woliver Kelley
Long Beach, California

Counsel to the District

Office of the General Counsel
Los Angeles, California

Trustee

U.S. Bank Trust Company, National Association
Los Angeles, California

No dealer, broker, salesperson, or other person has been authorized by the District or the Underwriters to give any information or to make any representations with respect to the Series 202_A Bonds other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 202_A Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation, or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Series 202_A Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, are intended solely as such and are not to be construed as representations of fact. This Official Statement is submitted in connection with the sale of the Series 202_A Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The information contained herein has been obtained from sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE SERIES 202_A BONDS HAVE NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

When used in this Official Statement or in any continuing disclosure by the District, in any press release by the District or in any oral statement made with the approval of an authorized officer of the District, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward-looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The District maintains a website at **www.lausd.org**. Reference to such website address, however, is for informational purposes only. Unless specified otherwise, such website and the information or links contained therein are not incorporated by reference herein, should not be relied upon in making an investment decision with respect to the Series 202_A Bonds, and are not part of this Official Statement for purposes of and as that term is defined in Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

CUSIP® is a registered trademark of The American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of The American Bankers Association by FactSet Research Systems Inc. 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 Series 202_A Bonds are subject to being changed after the delivery of the Series 202_A Bonds as a result of various subsequent actions.

The Underwriters may offer and sell the Series 202_A Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriters.

TABLE OF CONTENTS

Page

INTRODUCTION 1
General 1
The District 2
Assembly Bill 218 and Tort Liabilities 2
The Series 202_A Bonds 3
Authority for Issuance 4
Security and Sources of Payment 4
Bond Owners' Risks 4
Continuing Disclosure 4
Forward-Looking Statements 5
Other Information 5
THE SERIES 202_A BONDS 6
General 6
Redemption of Series 202_A Bonds 7
Transfer and Exchange of Series 202_A Bonds 9
Book-Entry Only System 10
SECURITY AND SOURCES OF PAYMENT FOR THE BONDS 10
Nature of the Bonds 10
Covenant to Appropriate Funds 12
Absolute Obligation 12
No Reserve Fund 12
Risk Management, Insurance and General Fund Reserves 12
Additional Bonds 12
Action on Default 13
THE PLAN OF FINANCE 14
Refunding of the Series 202_A Notes and Series 202_A Judgments 14
Refunding Program 14
ESTIMATED SOURCES AND USES OF FUNDS 15
DEBT SERVICE SCHEDULE 16
RISK FACTORS 17
The Bonds are a General Fund Obligation of the District 17
Cash Management 18
Assembly Bill 218 and Related Claims 18
Default; Remedies Upon Default; Acceleration 19
Limitations on Remedies 20
Bankruptcy 20
Natural Disasters, Drought, Climate Change and Sea Level Rise 21
Economic Conditions in California; State Funding of Education 23
Infectious Disease Outbreak 24
Federal Funding 25
Secondary Market 26
Cybersecurity 26
THE DISTRICT 27
MATERIAL LITIGATION 27

TABLE OF CONTENTS
(continued)

Page

TAX MATTERS....28
RATINGS....31
VALIDATION PROCEEDING....31
CERTAIN LEGAL MATTERS....32
MUNICIPAL ADVISOR....32
UNDERWRITING....32
MISCELLANEOUS....33
APPENDIX A DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION....1
APPENDIX B AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 202_....1
APPENDIX C SUMMARY OF INDENTURE....1
APPENDIX E FORM OF CONTINUING DISCLOSURE CERTIFICATE....3
APPENDIX F THE LOS ANGELES COUNTY TREASURY POOL....1
APPENDIX G BOOK-ENTRY ONLY SYSTEM....1

OFFICIAL STATEMENT

$_____*
LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BONDS, SERIES 202_A
(FEDERALLY TAXABLE)

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and inside cover page, through the Appendices hereto, and the documents summarized or described herein. The offering of the Series 202_A Bonds to potential investors is made only by means of the entire Official Statement. A full review should be made of the entire Official Statement.

General

This Official Statement (which includes the cover page, inside cover page, and Appendices hereto) (this "Official Statement"), sets forth certain information concerning the issuance by the Los Angeles Unified School District (the "District") of its Los Angeles Unified School District Judgment Obligation Bonds, Series 202_A (Federally Taxable), in the aggregate principal amount of $_____* (the "Series 202_A Bonds"). The Series 202_A Bonds are being issued pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (collectively, the "Refunding Law") and under that certain Indenture, dated as of July 1, 2025 (the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The Series 202_A Bonds are being issued to (i) refund the District's obligations under the Series 202_A Notes (as defined herein) issued in satisfaction of certain court-approved judgments, (ii) refund certain stipulated judgments (together, the "Series 202_A Judgments") each as a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 ("AB 218"), or similar claims of tort liability to satisfy obligations to certain Judgment Obligees (the "Series 202_A Judgment Obligees"), and (iii) pay the costs of issuance of the Series 202_A Bonds. See "THE PLAN OF FINANCE."

Pursuant to the Indenture, additional bonds ("Additional Bonds") may subsequently be issued by the District on a parity with the Series 202_A Bonds, as described in this Official Statement, to refund obligations pursuant to the terms of any similar court-approved judgment which is not subject to appeal or further appeal, or which the District has indicated that it will not appeal (collectively, the "Judgments"), as a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and AB 218, or similar claims of tort liability to satisfy obligations to certain judgment obligees (collectively, and together with the 202_A Judgment Obligees, the "Judgment Obligees"). The Series 202_A Bonds and any such Additional Bonds are collectively referred to as the "Bonds."

The Series 202_A Bonds are and the Additional Bonds will be unconditional obligations of the District, payable as to principal, premium (if any) and interest from all taxes, income, revenue, cash receipts and other legally available money of the District.

* Preliminary; subject to change.

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 boundaries for the District are approximately 80% coterminous with the City, with the remaining 20% included in the smaller neighboring cities and unincorporated County areas described above. The District was formed in 1854 as the Common Schools for the City and became a unified school district in 1960. Additional information on the District is set forth in 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, 202_."

The District is the largest public school district in the State and the largest self-governing public school district in the United States. At the time of preparation of the District's first interim report for fiscal year 2025-26 (the "2025-26 First Interim Report"), the transitional kindergarten ("TK") through 12th grade enrollment in the District for fiscal year 2025-26 was projected to be approximately 389,010 students, including those attending magnet, opportunity, and continuation schools and centers, Affiliated Charter Schools, and schools for people with disabilities. Such enrollment represents a projected decrease of 7,060 students or a decrease of approximately (1.78)% from the budgeted TK-12 enrollment in the District at the time of preparation of the District's original adopted budget for fiscal year 2025-26 (the "Fiscal Year 2025-26 Budget"). Such enrollment does not include students attending Fiscally Independent Charter Schools that was budgeted at 107,437 students at the time of preparation of the Fiscal Year 2025-26 Budget. Based on enrollment projections at the time of preparation of the 2025-26 First Interim Report, the District projected enrollment to decline by (1.73)% on average annually through fiscal year 2027-28.

For more information regarding District enrollment and average daily attendance, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance." See also APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – District Budget – *LACOE's Responses to Fiscal Year 2025-26 Budget*," for information regarding District declining enrollment.

As reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, the District operated 1,233 schools and centers in fiscal year 2024-25, which consisted of 435 elementary schools, 79 middle/junior high schools, 87 senior high schools, 59 options schools, 27 multi-level schools, 11 special education schools, 267 magnet centers, 66 magnet schools, 18 primary school centers, 2 community adult schools, 7 regional occupational centers, 2 skills centers, 87 early education centers, 4 infant centers, and 81 California State preschools. As reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, 51 of the District's schools were operated as Affiliated Charter Schools in fiscal year 2024-25. In addition, as reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, the District oversaw 218 Fiscally Independent Charter Schools within the District's boundaries in fiscal year 2024-25. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL

ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – Charter School Funding."

Assembly Bill 218 and Tort Liabilities

AB 218, which became effective on January 1, 2020, extended the statute of limitations for commencing an action for recovery of damages suffered as a result of childhood sexual assault to 22 years after the plaintiff reaches the age of majority (*i.e.*, until age 40) or within five years of the date the plaintiff discovers or reasonably should have discovered that the psychological injury or illness occurring after the age of majority was caused by sexual assault, whichever is later. AB 218 also revived a three-year window to file certain claims that were previously barred and excluded certain claims from the procedures set forth in the Government Claims Act. The District is defending a significant number of lawsuits arising from AB 218 and similar childhood sexual assault, abuse and/or molestation claims for tort liability. As described herein, the District has coordinated a program of short-term and longer-term borrowings (including the Series 202_A Notes and Series 202_A Bonds) to refund the District's obligations under certain court-ordered judgments related to AB 218 or similar childhood sexual assault, abuse and/or molestation related claims against the District.

Since many of the pending AB 218 and similar childhood sexual assault, abuse and/or molestation lawsuits are not final, the District cannot fully predict the extent of its liability in such cases, whether the claimants will prevail, and if so, how a final court decision or settlement agreement with respect to each such lawsuit may affect the financial status, policies or operations of the District, as the nature of the applicable courts' remedies and the responses thereto are unknown at the present time. The District may finance or refinance other Judgements entered against the District as a result of such cases, including by issuing Additional Bonds on parity with the Series 202_A Bonds.

For specific information on the Series 202_A Notes, the Series 202_A Judgments, and the impact of litigation resulting from AB 218 and similar childhood sexual assault, abuse and/or molestation claims for tort liability on the District's operations and finances, see "RISK FACTORS – Assembly Bill 218 and Related Claims" and APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS –- Risk Management and Litigation" and "– Sexual Misconduct Cases – Assembly Bill 218 and Related Claims" thereunder.

Additional information on the District is set forth in Appendices A and B; 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, 202_." For information regarding potential additional financings the District may undertake relating to the Judgments and its other capital needs, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Future Financings."

The Series 202_A Bonds

The Series 202_A Bonds will be dated as of their initial date of delivery and will mature on October 1 of each year and will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as set forth on the inside cover page hereof. Interest on the Series 202_A Bonds will be payable on April 1 and October 1 of each year, commencing October 1, 2025, so long as any Series 202_A Bonds remain Outstanding. See "THE SERIES 202_A BONDS" herein. The Series 202_A Bonds 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, Brooklyn, New York ("DTC"), which will act as securities

depository for the Series 202_A Bonds. Purchasers of Series 202_A Bonds will not receive certificates representing their ownership interests in the Series 202_A Bonds purchased. The Series 202_A Bonds are issuable as fully registered Series 202_A Bonds in denominations of $5,000 or any integral multiple thereof. So long as the Series 202_A Bonds are held in book-entry only form in the name of Cede & Co., payments of principal of and interest on the Series 202_A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 202_A Bonds. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM."

The Series 202_A Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 202_A BONDS – Redemption."

Authority for Issuance

The Series 202_A Bonds are being issued pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code that authorize the issuance of notes or bonds for purposes of refunding any evidence of indebtedness of the District.

Security and Sources of Payment

The Series 202_A Bonds are obligations imposed by law payable from funds to be appropriated by the District. Payment of principal of and interest on the Series 202_A Bonds is not limited to any special source of funds. The District has covenanted in the Indenture to include in its budget in each Fiscal Year a provision for funds in an amount sufficient to pay the principal of and interest on the Bonds coming due in such Fiscal Year.

The obligations of the District under the Bonds and under the Indenture, including the obligation to make all payments of the interest on and the principal of the Bonds when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction. Reference is made to the Refunding Law and to the Indenture for a description of the terms on which the Bonds are issued, for the rights of the Owners of the Bonds, for the security for payment of the Bonds, for the remedies upon default and limitations thereon and for the provisions for the amendment of the Indenture.

For more complete and detailed information, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and APPENDIX C – "SUMMARY OF INDENTURE." For a discussion of certain risks associated with the District's ability to pay debt service on the Bonds, see "RISK FACTORS."

Bond Owners' Risks

Certain events could affect the ability of the District to pay debt service on the Bonds 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 Bonds.

Continuing Disclosure

The District has covenanted for the benefit of the holders and Beneficial Owners of the Series 202_A Bonds 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 2024-25 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 Series 202_A Bonds. These covenants have been made in order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission ("SEC").

Due to the impact of COVID-19 on California school district operations during fiscal year 2019-20, California Senate Bill 98 extended the deadline for school districts to file their audited financial statements for fiscal year 2019-20 with the State to March 31, 2021. As a result, at the time of filing the District's Annual Report for fiscal year 2019-20, the District's audited financial statements for fiscal year 2019-20 were not yet available. The District's audited financial statements for fiscal year 2019-20 were subsequently filed to EMMA on March 30, 2021. Additionally, within the past five years, certain of the District's annual report and Listed Events filings required in connection with its prior continuing disclosure undertakings were not properly linked to all CUSIP numbers for the District's outstanding bonds.

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

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement is current only as of its date, and the information contained herein is subject to change.

For a more complete description of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see "THE SERIES 202_A BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and APPENDIX C – "SUMMARY OF INDENTURE." The summaries

and descriptions in this Official Statement of the Indenture and other agreements relating to the Bonds are qualified in their entirety by the respective form thereof and the information with respect thereto included in such documents. The descriptions herein of the Indenture and any other agreements relating to the Bonds are qualified in their entirety by reference to such documents, and the descriptions herein of the Bonds are qualified in their entirety by the form thereof and the information with respect thereto included in the aforementioned documents. See APPENDIX C – "SUMMARY OF INDENTURE."

Copies of the Indenture 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 Series 202_A Bonds, will be on file at the offices of the Trustee in Los Angeles, California.

THE SERIES 202_A BONDS

General

The Series 202_A Bonds will be dated as of their initial date of delivery and will mature on October 1 of each year and will bear interest at the rates per annum as set forth on the inside cover page hereof. Interest on the Series 202_A Bonds will be payable on April 1 and October 1 of each year, commencing October 1, 202_ (each, an "Interest Payment Date"), so long as any Series 202_A Bonds remain Outstanding. Interest on the Series 202_A Bonds will be computed on the basis of a 360-day year consisting of twelve, 30-day months. The Series 202_A Bonds will be issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The principal of and premium, if any, on the Series 202_A Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

The Series 202_A Bonds 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, Brooklyn, New York ("DTC"), which will act as securities depository for the Series 202_A Bonds. Individual purchases of the Series 202_A Bonds will be made in book-entry form only. Purchasers of Series 202_A Bonds will not receive certificates representing their ownership interests in the Series 202_A Bonds purchased. Rather, in accordance with the Book-Entry System, purchasers of Series 202_A Bonds will have beneficial ownership interests in the purchased Series 202_A Bonds through DTC Participants. For more information concerning the Book-Entry System, see APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

Interest on the Series 202_A Bonds will be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 202_A Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date; (ii) a Series 202_A Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the date of closing and delivery of the Series 202_A Bonds; or (iii) interest on any Series 202_A Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full or made available for such payment, payable on each Interest Payment Date. Interest will be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series 202_A Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Except as otherwise provided in the Letter of Representations, interest will be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date, except that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Series 202_A Bonds, upon the written request of such Owner to the Trustee, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment will be made, payment of interest will be made by wire transfer of immediately available

funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee. So long as the Series 202_A Bonds are held in book-entry only form in the name of Cede & Co., payments of principal of and interest on the Series 202_A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 202_A Bonds. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM." As defined in the Indenture, the term "Record Date" means the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day.

The Trustee and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 202_A Bonds registered in its name for the purposes of payment of the principal or Redemption Price of, or interest on the Series 202_A Bonds, selecting the Series 202_A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners of Series 202_A Bonds under the Indenture, registering the transfer of Series 202_A Bonds, obtaining any consent or other action to be taken by Owners of Series 202_A Bonds and for all other purposes whatsoever, and neither the Trustee nor the District will be affected by any notice to the contrary. Neither the Trustee nor the District will have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 202_A Bonds under or through DTC or any Participant, or any other person which is not shown on the Registration Books as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or Redemption Price of, or interest on the Series 202_A Bonds; any notice which is permitted or required to be given to Owners of Series 202_A Bonds under the Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 202_A Bonds; or any consent given or other action taken by DTC as Owner of Series 202_A Bonds. While the Series 202_A Bonds are subject to the Book-Entry System, payments of principal or Redemption Price of, or interest on, the Series 202_A Bonds 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 Series 202_A Bonds as described herein. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

Redemption of Series 202_A Bonds

Optional Redemption of Series 202_A Bonds. The Series 202_A Bonds maturing on or after October 1, 203_ are subject to redemption prior to their respective stated maturities at the written direction of the District, from any moneys deposited by the District, as a whole or in part on any date (in such maturities as are designated in writing by the District to the Trustee) on or after October 1, 203_, at a redemption price of 100% of the principal amount of Series 202_A Bonds called for redemption, together with accrued interest to the date fixed for redemption.

Optional Make-Whole Redemption of Series 202_A Bonds. The Series 202_A Bonds are subject to redemption prior to their stated maturities at the option of the District, in whole or in part, on any date, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Series 202_A Bonds to be redeemed; or (b) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Series 202_A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 202_A Bonds are to be redeemed, discounted to the date on which such Series 202_A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus (i) with respect to Series 202_A Bonds maturing on October 1, 202_ through and including October 1, 203_, 10 basis points, (ii) with respect to Series 202_A Bonds maturing on October 1, 203_ through and including October 1, 203_, 15 basis points, and (iii) with respect to Series 202_A Bonds maturing on October 1, 203_ through and including October 1, 2040, 20 basis points; plus, in each case, accrued interest on such Series

202_A Bonds to be redeemed to the redemption date. For purposes of the foregoing provisions concerning optional redemption of the Series 202_A Bonds, the following terms have the meanings described below:

"Treasury Rate" means, with respect to any redemption date for a particular Series 202_A Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 202_A Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

At the request of the District, the optional make-whole redemption price of the Series 202_A Bonds to be redeemed at the option of the District as described above will be determined by an independent accounting firm, investment banking firm or municipal advisor retained by the District at the District's expense to calculate such redemption price. The District may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

Pursuant to the Indenture, the District shall give the Trustee written notice of its intention to redeem Series 202_A Bonds pursuant to Indenture not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee in its reasonable discretion or as directed by the Owners of not less than a majority of the Outstanding Series 202_A Bonds.

Selection of Series 202_A Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds, as directed in a Written Certificate of the District, (b) with respect to Series 202_A Bonds with the same maturity, the Trustee shall select the Series 202_A Bonds of such maturity to be redeemed on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Series 202_A Bonds are held in book-entry form, the selection for redemption of such Series 202_A Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Series 202_A Bonds will be selected for redemption, in accordance with DTC procedures, by lot, and (c) with respect to any redemption of Additional Bonds, as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued. The Trustee will promptly notify the District in writing of the numbers of the Bonds so selected for redemption on such date. For purposes of such selection, any Bond may be redeemed in part in Authorized Denominations.

Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the District will execute and the Trustee will authenticate and deliver to the Owner thereof, at the expense of the District, a new Bond or Bonds of the same Series in Authorized Denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Notice of Redemption. So long as the Series 202_A Bonds are held in book-entry form, notices of redemption will be mailed by the Trustee only to DTC, and not to any Beneficial Owners, at least 20 but not more than 60 days prior to the date fixed for redemption. If the District determines to discontinue the book-entry system with DTC, the Trustee will mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice

will state the date of the notice, the redemption date, the redemption place and the redemption price and will designate the CUSIP numbers, if any, the Series, the Bond numbers of the Bonds to be redeemed, and, if all of the Outstanding Bonds are being redeemed on such redemption date, will require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

With respect to any notice of any optional redemption of Bonds of a Series, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid in accordance with the Indenture, such notice will state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the redemption price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice will be of no force and effect and the District will not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption will not be made and the Trustee will, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there will be no redemption of Bonds pursuant to such notice of redemption.

Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the redemption (including the interest to the applicable redemption date) of the Series 202_A Bonds to be redeemed having been deposited in the Bond Fund, such Series 202_A Bonds will become due and payable on said date, and said Series 202_A Bonds will be paid at the redemption price thereof, together with interest accrued and unpaid to said date.

If, on said redemption date, moneys for the redemption of all the Series 202_A Bonds to be redeemed, together with interest to said date, will be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Series 202_A Bonds will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Series 202_A Bonds will be held in trust for the account of the Owners of the Series 202_A Bonds so to be redeemed.

All Series 202_A Bonds paid at maturity or redeemed prior to maturity pursuant to the Indenture will be canceled upon surrender thereof and the Trustee will deliver a certificate of destruction to the District.

Transfer and Exchange of Series 202_A Bonds

The following provisions regarding the exchange and transfer of the Series 202_A Bonds apply only during any period in which the Series 202_A Bonds are not subject to the Book-Entry System. While the Series 202_A Bonds are subject to the Book-Entry System, their exchange and transfer will be effected through DTC and the DTC Participants and will be subject to the procedures, rules and requirements established by DTC.

Any Series 202_A Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Series 202_A Bond or Series 202_A Bonds

will be surrendered for transfer, the District will execute and the Trustee will authenticate and will deliver a new Series 202_A Bond or Series 202_A Bonds of the same maturity in a like aggregate principal amount, in any authorized denomination. The Trustee will require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

The Series 202_A Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Series 202_A Bonds of the same maturity of other authorized denominations. The Trustee will require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Book-Entry Only System

General. DTC will act as securities depository for the Series 202_A Bonds. The Series 202_A Bonds 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 Series 202_A Bond will be issued for each stated Principal Payment Date of the Series 202_A Bonds, each in the aggregate amount of the principal evidenced by Series 202_A Bonds 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 Series 202_A Bonds or (b) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Series 202_A Bonds 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 Series 202_A Bond for each of the different maturity dates and interest rates of such Series 202_A Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee as provided in Indenture.

If the District fails to identify another qualified securities depository to replace DTC, then the Series 202_A Bonds shall no longer be restricted to being registered in the Registration Books in the name of the nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Series 202_A Bonds shall designate, in accordance with the transfer and exchange provisions of the Indenture summarized in APPENDIX C – "SUMMARY OF INDENTURE."

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Nature of the Bonds

The Indenture provides that the District is obligated to transfer to the Trustee, not later than two Business Days prior to each Interest Payment Date, an amount which, together with the amount then on deposit in the Bond Fund, will equal the amount of the principal of and interest on the Bonds becoming due on such Interest Payment Date. The District has covenanted in the Indenture to include in its budget in each Fiscal Year a provision for funds in an amount sufficient to pay the principal of and interest on the Bonds coming due in such Fiscal Year.

The Series 202_A Bonds do 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 payments with respect to the Series 202_A Bonds is an absolute and unconditional obligation of the District imposed upon the District and enforceable against the District pursuant to law. 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, 202_."

As provided in the Indenture, the District pledges and grants a lien on and a security interest in all of the amounts held in the Bond Fund as security for the payment of the principal of and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Refunding Law. The Indenture provides that said pledge shall constitute a first lien on such assets. Under the Indenture, the District expressly reserves the right to issue or incur other obligations for any of its corporate purposes.

In accordance with the Indenture, the Trustee will establish, maintain, and hold in trust a special fund designated the "Bond Fund." The Indenture provides that not later than two Business Days prior to each Interest Payment Date, the District will transfer to the Trustee an amount which, together with the amount then on deposit in the Bond Fund, will equal the amount of the principal of and interest on the Bonds becoming due on such Interest Payment Date. The Indenture provides that the Trustee shall, upon receipt, deposit such amount in the Bond Fund. On or before each Interest Payment Date, the Trustee is required to withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest then due and payable on the Bonds. If there are insufficient funds in the Bond Fund to pay the principal, if any, of and interest on the Bonds, the Trustee shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal of the Bonds.

THE OBLIGATIONS OF THE DISTRICT UNDER THE SERIES 202_A BONDS AND UNDER THE INDENTURE, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF THE INTEREST ON AND THE PRINCIPAL OF THE SERIES 202_A BONDS WHEN DUE ARE OBLIGATIONS OF THE DISTRICT IMPOSED BY LAW AND ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTERCLAIM. THE SERIES 202_A BONDS DO 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, AND NEITHER THE SERIES 202_A BONDS NOR THE OBLIGATION OF THE DISTRICT TO MAKE PAYMENT OF THE INTEREST ON OR THE PRINCIPAL OF THE SERIES 202_A BONDS CONSTITUTES AN INDEBTEDNESS OF THE DISTRICT OR THE STATE, OR ANY OF ITS POLITICAL SUBDIVISIONS, IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

If an Event of Default (as defined in the Indenture) will occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; provided, that the Indenture provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein. See "Action on Default" below.

The Indenture and the rights and obligations of the District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment will (a) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend or accelerate the time of payment thereof, or modify the redemption provisions applicable thereto, without the consent of the owner of each Bond so affected, or (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, without the consent of the owners of all outstanding Bonds.

For a discussion of certain risks associated with the District's ability to pay debt service on the Bonds, see "RISK FACTORS."

Covenant to Appropriate Funds

The District has covenanted in the Indenture to include in its budget in each Fiscal Year a provision to provide funds in an amount sufficient to pay the principal of and interest on the Bonds coming due in such Fiscal Year.

Absolute Obligation

As provided in the Indenture, nothing in any provision of the Indenture or in the Bonds shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, as provided therein, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

No Reserve Fund

The Indenture does not require a reserve fund in connection with the issuance of the Series 202_A Bonds. 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 Series 202_A Bonds.

Risk Management, Insurance and General Fund Reserves

For information regarding the District's risk management programs, insurance, and operating reserves, 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, 202_."

Additional Bonds

The District may at any time issue Additional Bonds on a parity with the Series 202_A Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The District shall be in compliance with all agreements and covenants contained in the Indenture.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Refunding Law and shall have been provided for by a Supplemental Indenture which shall specify the following:

(i) The purpose for which such Additional Bonds are to be issued; provided that such Additional Bonds shall be applied solely for (i) refunding the District's obligations to the Judgment Obligees evidenced by the Judgments, (ii) refunding the District's obligations to any Lender or other holders of Notes then outstanding and issued in satisfaction of any Judgment or Judgments from time to time (including, without limitation, the obligation to pay all amounts allocable, as and when due and owing under the related Notes, Revolving Credit Agreement, and Fee Agreement, and costs of issuance of such Notes (including underwriters' discount or placement agent fee), (iii) refunding Bonds Outstanding under the Indenture, and (iv) paying costs incidental to or connected with the issuance of Additional Bonds for such purpose;

(ii) Specification of the respective Judgment Obligees and/or the respective Lenders or other holders of the related Notes to be refunded by such Additional Bonds;

(iii) The principal amount and Series designation of such Series of Additional Bonds and the denomination or denominations of the Additional Bonds, which shall be Authorized Denominations;

(iv) That such Additional Bonds shall be payable as to interest on the Interest Payment Dates, except that the first installment of interest may be payable on either April 1 or October 1.

(v) The date, the maturity date or dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, that (A) the serial Bonds of such Series of Additional Bonds shall be payable as to principal annually on October 1 of each year in which principal falls due, and the term Bonds of such Series of Additional Bonds shall have annual mandatory sinking fund redemptions on October 1, (B) all Additional Bonds of a Series of like maturity shall be identical in all respects, except as to number or denomination, and (C) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(vi) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds; and

(vii) Such other provisions (including the requirements of a book-entry bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

At any time after the sale of any Additional Bonds in accordance with the Refunding Law, the District shall execute such Additional Bonds for issuance under the Indenture and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon the Written Request of the District, as provided in the Indenture. APPENDIX C – "SUMMARY OF INDENTURE – THE BONDS – Conditions for the Issuance of Additional Bonds" and "– Procedure for the Issuance of Additional Bonds."

Action on Default

Should the District default under the Indenture, the Trustee may, and upon the written direction of the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, will, with the consent of the Insurer, if any, by written notice to the District, declare immediately due and payable the principal of all Outstanding Bonds and the accrued interest thereon, whereupon the same shall become immediately due and payable without any further action or notice. See APPENDIX C – "SUMMARY OF INDENTURE – EVENTS OF DEFAULT AND REMEDIES." All money in the Bond Fund upon the date of the declaration of acceleration by the Trustee and all amounts thereafter received by the Trustee under the Indenture will be applied by the Trustee to the payment of any expenses of the Trustee incurred in and about the performance of its powers and duties under the Indenture and thereafter to the payment of the principal of and interest then due on the Bonds as provided in the Indenture. For a description of the events of default and permitted remedies of the Trustee under the Indenture, see APPENDIX C – "SUMMARY OF INDENTURE – EVENTS OF DEFAULT AND REMEDIES."

THE PLAN OF FINANCE

Refunding of the Series 202_A Notes and Series 202_A Judgments

The Series 202_A Bonds are being issued to (i) refund the District's obligations under the Series 202_A Notes (as defined herein) issued in satisfaction of certain court-approved judgments, plus interest to accrue thereon until payment, (ii) refund certain Series 202_A Judgments, and (iii) pay the costs of issuance of the Series 202_A Bonds. Each of the Series 202_A Notes and Series 202_A Judgments are a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019 ("AB 218").

The Series 202_A Notes represent the refunding of certain Judgments previously refunded by the issuance of the [**DESCRIBE REVOLVER**] (the "Series C Notes" and, together with the Series A Notes and the Series B Notes, the "Series 202_A Notes").

The Series 202_A Bonds are an existing obligation of the District and are an obligation imposed by law. Additionally, the Series 202_A Bonds, the Indenture and any and all contracts and agreements relating thereto, relate to and constitute the refunding of such obligation imposed by law exempt from the debt limitation of Article XVI, Section 18 of the California Constitution. See "VALIDATION PROCEEDING."

For additional current information, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION - DISTRICT FINANCIAL INFORMATION - Risk Management and Litigation" and "– Sexual Misconduct Cases – Assembly Bill 218 and Related Claims" thereunder.

Validation Action. On _____, 2026, the District filed a complaint with the Court seeking judicial confirmation of the validity of the transactions and actions taken relating to its authorization and approval of the issuance of the Bonds including, without limitation, the Series 202_A Bonds and the execution and delivery of the Indenture, the refunding of the Series 202_A Notes, and any and all contracts and agreements executed and delivered in connection therewith, and with respect to certain obligations of the District arising under the Judgments. The action was brought against all interested persons pursuant to the provisions of Sections 860 *et seq*. of the California Code of Civil Procedure. The Court entered a judgment in the District's favor on _____, 202_ to the effect that, among other things, the District has the authority under California law to issue the Series 202_A Bonds and refund the Series 202_A Notes, and that the Bonds and Indenture are valid, legal, and binding obligations of the District under California law. Pursuant to Section 870 of the California Code of Civil Procedure and Rule 2(a) of the California Rules of Court, the period during which a notice of appeal to this judgment could be timely filed expired on _____, 202_ and the judgment is binding and conclusive in accordance with California law. Pursuant to the proceedings, the aggregate dollar amount of Judgments to be refunded by the Bonds cannot exceed $250,000,000. In the future, the District may seek additional validation for any Judgments exceeding the current maximum validated amount of $250,000,000.

Refunding Program

Currently, the District is obligated, and anticipates the potential to be obligated on similar terms, to pay Judgment Obligees, with respect to final judgments or orders for monetary damages against the District following concluded litigation or stipulated settlements related to the Judgments by the applicable court or courts, including without limitation, the Court, before which several claims are currently pending, as a result of litigation brought by application of California Code of Civil Procedure Section 340.1 and AB 218 and similar childhood sexual assault, abuse and/or molestation claims for tort liability. The District estimates,

as of June 1, 2025, a total potential liability resulting from claims filed in accordance with California Code of Civil Procedure Section 340.1 and AB 218 and similar claims to be approximately $650 million.

In response, the District has coordinated a program of short-term and longer-term borrowings for the purposes of providing interim satisfaction and refunding of the District's obligations to Judgment Obligees evidenced by Judgments, including note purchase agreements and revolving credit agreements (each, a "Revolving Credit Agreement" or collectively, the "Revolving Credit Agreements") with one or more banks, each as a lender (each, a "Lender" or collectively, the "Lenders"), with the District's obligations under each Revolving Credit Agreement to be evidenced by judgment obligation promissory notes to be issued by the District as provided therein, the proceeds of which are used to satisfy and refund one or more Judgments and which will be drawn upon only as funds are needed to satisfy any Judgment or Judgments.

For purposes of providing a more permanent financing solution for the District's obligations to the Judgment Obligees evidenced by Judgments consistent with the District's long-term budgetary objectives, the Board has authorized the issuance of the Bonds in one or more series. The aggregate dollar amount of Judgments to be refunded by the Bonds cannot exceed $250,000,000.

As an obligation of the District, each and every refunding Note issued to refund and discharge a related Judgment and/or Bond issued to refund and discharge a related Note and/or Judgment, takes on the character of and represents the refunded obligation of the District as an obligation imposed by law to pay a Judgment Obligee or Judgment Obligees as a result of a Judgment or Judgments.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Series 202_A Bonds are shown below.

Estimated Sources of Funds	
Principal Amount of Series 202_A Bonds	
District Contribution	
Total Sources	
Estimated Uses of Funds	
Refunding Fund	
Series 202_A Notes Repayment	
Series 202_A Judgments	
Underwriters' Discount	
Costs of Issuance[(1)]	
Total Uses	

[(1)] Includes legal, municipal advisor, and rating agency fees, printing, and other fees and miscellaneous costs of issuance of the Series 202_A Bonds.

DEBT SERVICE SCHEDULE

The table below sets forth the amount required in each fiscal year for the payment of principal of and interest on the Series 202_A Bonds assuming no prior redemptions. The Series 202_A Bonds mature on October 1 of each year as set forth below.

LOS ANGELES UNIFIED SCHOOL DISTRICT
JUDGMENT OBLIGATION BONDS, SERIES 202_A
DEBT SERVICE SCHEDULE

Interest Payment Date	Principal	Interest	Total Semi-Annual Debt Service	Total Annual Debt Service
Total:				

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 Series 202_A Bonds. They do not, however, purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Series 202_A Bonds. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

The Bonds are a General Fund Obligation of the District

The obligation of the District to make debt service payments on the Bonds 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, and neither the Series 202_A Bonds nor the obligation of the District to make payment of the interest on or the principal of the Series 202_A Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction.

The Indenture does not create a pledge, lien, or encumbrance upon the funds of the District. Pursuant to law, the Bonds are payable from any available funds of the District. The District covenants in the Indenture to punctually pay the interest on and principal of every Bond in strict conformity with the terms thereof and of the Indenture. The District is liable, and may become liable, on other obligations payable from general revenues, some of which may have a priority over payments of the principal of, premium, if any, and interest on, the Bonds, or which the District, in its discretion, may determine to pay prior to the principal of, premium, if any, and interest on, the Bonds.

Among other things, the District has existing obligations relating to outstanding lease obligations as well as other long- and short-term contractual obligations and employee salaries, all of which are paid from the District's General Fund and some of which may have a priority over the District's obligations to make debt service payments on the Bonds. For a discussion of certain other obligations of the District, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION." See also "RISK FACTORS – Limitations on Remedies." Because a significant portion of the District's revenues derive from funding received from the State based on Average Daily Attendance ("ADA") at the schools operated by the District, a reduction in student enrollment over time reduces amounts available to make payments on the Bonds. Based on enrollment projections at the time of preparation of the Fiscal Year 2025-26 Budget, the District's projected enrollment is expected to continue to decline through fiscal year 2027-28. For more information regarding District enrollment and average daily attendance, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance." If a substantial decrease in enrollment occurs or if existing trends of enrollment decline continue or exacerbate, the District may elect to fund salaries, leases, or other operating expenses before allocating amounts to payment on the Bonds. If existing enrollment declines continue or exacerbate, the District may elect to fund other operating expenses before allocating amounts to payment on the Bonds. The District's Adopted Budget for Fiscal Year 2025-26 projects a $1.6 billion deficit for Fiscal Year 2027-28, which indicates a lack of going concern. At the request of the Los Angeles County Office of Education, in order to address the deficit, on June 17, 2025 the District adopted a Fiscal Stabilization Plan providing for expenditure reduction strategies beginning in Fiscal Year 2026-27 through Fiscal Year 2027-28.

The District has the capacity to enter into other obligations payable from the District's General Fund without the consent of or prior notice to the Owners of the Bonds, and has expressly reserved the right to issue or incur other obligations for any of its corporate purposes. To the extent that additional obligations

are incurred by the District, whether or not the District's ADA continues to decline, the funds available to make payments of the principal of, premium, if any, and interest on, the Bonds 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, including the payment of salaries of District employees or payment of debt service on other obligations of its General Fund, before making payment of the principal of, premium, if any, and interest on, the Bonds. The same result could occur if State constitutional expenditure limitations were to prohibit the District from appropriating and spending all of its otherwise 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."

Cash Management

To the extent the Board is required to make needed budget adjustments and to maintain a balanced budget, the District has numerous internal or external means to manage its cash flow, including but not limited to interfund borrowing, intrafund borrowing and tax and revenue anticipation notes. If the District does not take required actions and the budget remains out of balance, the cash requirements of the District may exceed available cash flow. The ability of the District to borrow on an interim basis to meet any cash shortfalls also may be limited if the budget remains out of balance for a sustained period of time. 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, 202_."

Assembly Bill 218 and Related Claims

Pursuant to AB 218, which became effective on January 1, 2020, certain changes were made to the claim prerequisites and the applicable statute of limitations periods for claims of childhood sexual assault, including claims against public entities like the District. AB 218 has impacted the District's liability exposure because it (1) extended the statute of limitations periods for claims of childhood sexual assault, (2) did 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, and (3) revived certain claims for which applicable statute of limitations periods had otherwise already expired (if brought within three years of January 1, 2020). Pursuant to AB 218, a plaintiff's ability to bring a claim was extended to the later of 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. With respect to claims that otherwise would have been barred as of January 1, 2020, AB 218 revived such claims for a period of three years, which period expired on December 31, 2022. In 2023, the California State Legislature passed, and the Governor signed into law, AB 452 which eliminated the statute of limitations for the recovery of civil damages suffered as a result of childhood sexual assault. AB 452 applies prospectively for civil claims that arise on or after January 1, 2024.

The District is currently defending lawsuits filed on behalf of ___ claimants arising from AB 218 and similar childhood sexual assault, abuse and/or molestation claims for tort liability, relating to allegations of misconduct by former employees. Since many of the pending AB 218 lawsuits have not yet concluded, the District cannot fully predict the extent of its liability in such cases, whether the claimants will prevail, and if so, how a final court decision or settlement agreement with respect to each such lawsuit may affect the financial status, policies or operations of the District, as the nature of the court's remedy and the responses thereto are unknown at the present time. Neither can the District predict the ultimate number of claimants nor the full extent of any monetary liability. As described herein, and without the benefit of a current actuarial report, which is pending, the District currently estimates its liability for the existing claims

arising from AB 218 will likely exceed $650 million. While the District has set aside an amount in its liability self-insurance fund to pay existing claims arising under AB 218 as well as other, unrelated claims based on an independent third-party actuarial estimate, the District's total liability arising from existing AB 218 claims could exceed the actuarial estimate and the amount available in its liability self-insurance fund. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation" and "– Sexual Misconduct Cases – Assembly Bill 218 and Related Claims" thereunder.

Default; Remedies Upon Default; Acceleration

Upon the occurrence of an Event of Default under the Indenture, the Trustee may and, upon the written direction of the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, shall, with the consent of the Insurer, if any, by written notice to the District, declare immediately due and payable the principal of all Outstanding Bonds and the accrued interest thereon, whereupon the same shall become immediately due and payable without any further action or notice; provided, however, that if at any time after such acceleration and before any judgment or decree for the payment of money with respect thereto has been entered all amounts payable to the Trustee under the Indenture on the Bonds subject to acceleration under this paragraph (except interest on or principal of the Bonds which are due solely by reason of such acceleration) shall have been paid or provided for by deposit with the Trustee and all existing Events of Default shall have been cured or waived, then the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds may, with the consent of the Insurer, if any, annul such acceleration and its consequences by written notice to the District and the Trustee, which annulment shall be binding upon the District, the Trustee and all of the Owners, but no such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of the Indenture. If one or more of the events of default shall happen and be continuing, the Trustee may with the prior written consent of the Insurer, if any, and upon the written request of the Holders of a majority in principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Holders of Bonds under the Indenture by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained in the Indenture, or in aid of the execution of any power granted under the Indenture, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties under the Indenture.

No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Refunding Law or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee 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 Bonds of any remedy under the Indenture

or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, the Indenture, the Refunding Law or other applicable law with respect to the Bonds, except in the manner provided in the Indenture, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of the Indenture.

See APPENDIX C – "SUMMARY OF INDENTURE – EVENTS OF DEFAULT AND REMEDIES."

Limitations on Remedies

The enforcement of any remedies provided in the Indenture could prove both expensive and time consuming. The rights of the Owners of the Series 202_A Bonds are subject to certain limitations on legal remedies against governmental entities in the State, including but not limited to a limitation on enforcement against funds that are otherwise needed to serve the public welfare and interest. Additionally, the rights of the Owners of the Series 202_A Bonds may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, or similar laws limiting or otherwise affecting the enforcement of creditors' rights generally (as such laws are now or hereafter may be in effect), (ii) equity principles (including but not limited to concepts of materiality, reasonableness, good faith and fair dealing) and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or law, (iii) the exercise by the United States of America of the powers delegated to it by the Constitution, and (iv) the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs bankruptcy proceedings for public agencies, there are no involuntary petitions in bankruptcy. If the District were to become a debtor under Chapter 9 of the Bankruptcy Code, the Owners and the Trustee could be prohibited or severely restricted from taking any steps to enforce their rights under the Indenture and from taking any steps to collect amounts due from the District under the Indenture. See "Bankruptcy" below and APPENDIX C – "SUMMARY OF INDENTURE – EVENTS OF DEFAULT AND REMEDIES."

Bond Counsel has limited its opinion as to the enforceability of the Series 202_A Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion. Additionally, the Series 202_A Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Indenture. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation, or modification of the rights of the Owners of the Series 202_A Bonds.

Bankruptcy

Generally. In addition to the limitations on remedies described above, the rights and remedies provided in the Indenture 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.

Bankruptcy of District. The District may be eligible to become a debtor in a Chapter 9 bankruptcy case. If the District is in bankruptcy, the parties (including the Trustee and the Owners of the Series 202_A Bonds) 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 Series 202_A Bonds from funds in the Trustee's possession.

The District may be able, without the consent and over the objection of the Trustee and the Owners of the Series 202_A Bonds, but subject to the consent of the Insurer, if any, 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 Indenture, the Series 202_A Bonds, 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 Indenture, or other transaction documents.

Regardless of any specific adverse determinations in a bankruptcy case of the District, the pendency of such a bankruptcy case could have an adverse effect on the liquidity and value of the Series 202_A Bonds.

Limitation on Remedies. The opinion of Bond Counsel, the proposed form of which is included 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 Series 202_A Bonds 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.

Natural Disasters, Drought, Climate Change and Sea Level Rise

Earthquakes. The District, like most regions in the State, and its facilities 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, the Palos Verdes fault that runs along the coast and through a small portion of 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 its facilities have been designed and constructed or retrofitted and modernized 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 could result in substantial damage and interference with the District's right to use and occupy all or a substantial portion of the District's facilities, which could result in a material impact to District operations. The District is not required to obtain or maintain earthquake insurance for its facilities and maintains minimal coverage for such damage.

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 a portion of its facilities. The District maintains casualty insurance insuring its facilities against fire and other risks (excluding earthquake). See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation."

2025 Wildfires. In January 2025, multiple fires broke out across areas of Los Angeles County burning thousands of acres and damaging or destroying thousands of structures. The three largest of said fires are the Hughes Fire, Eaton Fire, and Palisades Fires. The Hughes Fire burned approximately 10,400 acres, although no information is available on the number of structures that have been damaged or destroyed. The Eaton Fire burned approximately 14,000 acres and damaged or destroyed at least 10,000

structures. The Palisades Fire burned approximately 23,500 acres and damaged or destroyed at least 7,000 structures. Properties damaged or destroyed in the Palisades Fire are included within the boundaries of the District and are estimated to represent a small percentage of the assessed value in the District. As a result of the fires, schools in the District were closed for three days and approximately 2,400 students were displaced. Three school campuses within District boundaries, Marquez Elementary School, Palisades Elementary School, and Palisades High School/Palisades Charter High School (Palisades Charter High School is an independent charter school), were significantly damaged by the fires and remain closed. On January 14, 2025, the District's Board declared emergency conditions and authorized the execution of emergency contracts through June 30, 2025 to address the conditions and begin preliminary site clearance and remediation at the three schools significantly damaged by the fires. On June 3, 2025, the District's Board approved the use of general obligation bond proceeds for the campus reconstruction projects. The District expects to rebuild its damaged campuses within the next several years, however, no assurances can be given that the District will rebuild any or all of its damaged facilities by any particular date, or at all.

The County Assessor's Office allows for the reassessment of properties that are damaged or destroyed as a result of misfortune or calamity, which includes wildfires. Property owners may submit an application for the reassessment of the property within 12 months of the damage or destruction. Any such reassessment is retroactive to the date of damage or destruction. The District is unable at this time to quantify the loss in assessed value as a result of any such reassessment. The California Legislative Analyst's Office currently estimates a reduction of assessed value in the County to be between $10 and $20 billion. Such estimation includes areas located within and outside of the boundaries of the District. The District does not yet know the total decrease in assessed value within the District. The assessed value of property within the District for Fiscal Year 2024-25 was $972,869,117,538. Based on the California Legislative Analyst's Office estimates, the loss in assessed value from the reassessment of properties that were damaged or destroyed by the fires within the District is anticipated to be a small percentage of the assessed value of properties within the District for Fiscal Year 2024-25.

Additionally on January 16, 2025, the California Governor issued Executive Order 10-25 that (i) suspends until April 10, 2026, certain state tax laws that impose penalties, costs, and interest for late payment of property taxes due in calendar year 2025, and (ii) suspends certain additional state tax laws requiring the filing of various property tax statements. The orders apply to properties located in nine zip codes that are included in the boundaries of the District. Additional executive orders have been issued to allow for a quicker redevelopment in fire-damaged areas. The District cannot predict the effect any executive orders will have on the timely collection of property taxes.

Drought. Most recently, the State has experienced periods of extreme precipitation, after having experienced severe drought conditions that led to the Governor declaring a Statewide drought emergency in spring 2021. While storms have helped ease drought impacts, regions and communities across the State continue to experience water supply shortages, especially communities that rely on groundwater supplies that have been severely depleted in recent years. In March 2023, the Governor rolled back some drought emergency provisions that are no longer needed due to current water conditions, while maintaining other measures that support regions and communities still facing water supply challenges, and that continue building up long-term water resilience. The District cannot predict the extent to which drought conditions within the County or any of the adjoining counties could cause reduced economic activity within the boundaries of the District or the extent to which drought conditions may impact District facilities or the assessed value of taxable property within the District.

Flood. As discussed further below in "– Climate Change and Sea Level Rise," the District may be susceptible to flooding from extreme rainfall events and from sea level rise.

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, flooding, 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. As a part of the State's effort to reduce GHG emissions, the California Air Resources Board approved a regulation to rapidly scale down emissions from cars starting with the 2026 model year through the 2035 model year, at which time all new car sales in the State must be zero-emission vehicles. 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 various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District cannot predict the timing, extent, or severity of climate change, GHG emissions or sea level rise, and the impact on the District and its facilities, and on the State and local economies.

Events of Force Majeure. Operation of District facilities may also be at risk from other events of *force majeure*, such as damaging storms, fires and explosions, strikes, sabotage, riots, and spills of hazardous substances, among other events. 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, see APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation" and APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 202_."

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 did in fiscal years 2019-20 and 2020-21; 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 reflect some signs of an economic slowdown that could push the State and national economy into a recession. In the event the State or national economy experiences a recession during the term to maturity or earlier redemption of the Series 202_A Bonds, there may continue to be adverse effects on the budgets of school districts caused by the general economic slowdowns in the State and the State's own budget difficulties. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act "*– 2024-25 State Budget,*" and "*–2025-26 State Budget*." Other events resulting in changing economic conditions may also impact State revenue sources and have negative effects upon the amount of and the manner in which the District receives money from the State. The District cannot predict whether events that may result in changing economic conditions will occur or the extent that a change in economic conditions will impact the financial outlook of the State or the District from year to year.

Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the Department of Finance, **www.dof.ca.gov**, under the heading "California Budget." An impartial analysis of the budget is posted by the Office of the Legislative Analyst 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 at the website of the State Treasurer, **www.treasurer.ca.gov**. The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act."

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. Many school districts in the State 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 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 – Infectious Disease Outbreak."

Federal Funding

The federal government provides funding for several District programs. Federal policies involving taxation, appropriations, borrowing (including the debt ceiling), trade (including tariffs), immigration, climate, change, clean energy, and other topics can shift, sometimes dramatically, from one presidential administration or Congress to another. From time to time, such shifts can result in reductions to the level of federal funding for a variety of policy priorities, including transportation, housing, healthcare, social services, and other federally funded programs.

On January 20, 2025, President Trump issued a series of executive orders, which included a requirement that federal funds are used in a manner approved by the current Administration. In response to and in an effort to carry out such orders, on January 27, 2025, the White House Office of Management and Budget ("OMB") released its Memorandum M-25-13, Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs (the "OMB Memorandum"). The OMB Memorandum directed federal agencies to temporarily pause all activities related to obligation or disbursement of all federal financial assistance in order to review spending for consistency with the Trump Administration's policies, effective as of 5:00 p.m. on January 28, 2025. The OMB Memorandum caused uncertainty as to whether certain Federal funding and grants would be paused.

Before the OMB Memorandum became effective, two separate lawsuits were filed in federal district courts in Rhode Island and the District of Columbia challenging the OMB Memorandum and seeking injunctions against its implementation. On January 28, 2025, shortly before the OMB Memorandum became effective, a District of Columbia federal judge issued an emergency administrative stay through February 3, 2025, at which time a preliminary injunction hearing was set. On January 29, 2025, OMB rescinded the OMB Memorandum. Although the OMB Memorandum was rescinded, the executive orders are in effect and spending reviews are ongoing. On January 31, 2025, a Rhode Island federal judge issued a temporary restraining order on the pause. On February 3, 2025, the District of Columbia federal judge issued a similar temporary restraining order as well. On February 10, 2025, the Rhode Island federal judge granted a motion for a preliminary injunction and issued an Enforcement Order clarifying the scope of the temporary restraining order and ordering the Trump Administration to release federal funds and comply with the earlier order. The Trump Administration appealed the temporary restraining order to the U.S. Court of Appeals for the First Circuit. The Trump Administration's request to stay the temporary restraining order pending appeal was denied. The District cannot predict any action which may be taken in carrying out the executive orders, the validity of the executive orders or any action taken in connection therewith, nor any such effect on the District's federal funding or operations of the District. See also APPENDIX A "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION — District Debt."

On March 20, 2025, President Trump signed an executive order instructing the Secretary of Education to take all necessary steps to close the Department of Education (the "DOE") to the maximum extent appropriate and permitted by law. The executive order followed the mass dismissal of approximately half of the DOE's staff on March 11, 2025, and the cancellation of $1.5 billion in grants and contracts for the performance of DOE functions. The DOE provides funding to local school districts nationwide, including the District, primarily for special education services under the Individuals with Disabilities Education Act and under Title I to the Elementary and Secondary Education Act to districts that serve large populations of economically disadvantaged students.

Two separate complaints were filed on March 24, 2025, the first in the U.S. District Court for the District of Massachusetts by Democracy Forward, a plaintiff group acting on behalf of the Easthampton School District and certain labor and parent groups. The second complaint was filed in the U.S. District Court for the District of Maryland, by a plaintiff group including the National Association for the

Advancement of Colored People, the National Education Association, and other parent groups and education proponents. Each lawsuit generally challenges the layoffs of DOE staff and the executive order dismantling the DOE as exceeding the constitutional authority of the executive branch.

Additionally, on May 29, 2025, the Department of Homeland Security ("DHS") named more than 500 cities, counties, and states it considers "sanctuary jurisdictions." The list identified jurisdictions deemed noncompliant with federal immigration laws. As a result, each such jurisdiction could be expected to receive formal notice from the federal government and could be expected to face legal action or loss of federal funding under directives set forth in a recent executive order. The list, however, was removed from the DHS website on June 1, 2025.

On November 19, 2024, the District's Board reaffirmed that the District has designated itself a sanctuary district. The District has no certainty of the consequences of being on a Department of Homeland Security "list of sanctuary jurisdictions" and does not have a value of funds at risk. Further, the District cannot predict the outcome of current or future federal executive orders, administrative actions, budgets or legislation or the ultimate impact that such matters will have on the District's finances and operations.

In the State's 2025-26 Budget, the Governor did not incorporate any effect of federal cuts that are currently under consideration in Congress, any of which may have implications for the State budget and the District's budget. The State is considered a "sanctuary state." On November 19, 2024, the District's Board reaffirmed that the District is a sanctuary district for persons illegally residing in the United States.

The District is unable to predict whether the Trump Administration's review of spending will be upheld in full or in part or whether legal challenges to any freeze or pause in spending will be successful. Similarly, the District is unable to predict whether the executive order dismantling the DOE or the staff reductions or grant cancellations will be upheld after legal challenge. If the reductions in funding, elimination of the DOE, or staff layoffs are upheld in whole or in part, the District cannot anticipate whether the amount of federal revenues in the District's General Fund will be reduced, or the extent of any reduction, or whether any reduction would occur in the current or any future fiscal year. The District is similarly unable to predict the financial effect on the District of new policies in effect at DHS with respect to the District's status as a sanctuary district.

Secondary Market

There can be no guarantee that there will be a secondary market for the Series 202_A Bonds, or, if a secondary market exists, that the Series 202_A Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances. Such prices could be substantially different from the original purchase price.

In addition, the District has entered into a continuing disclosure undertaking in connection with the Series 202_A Bonds. Any material failure to comply with such undertaking in the future may adversely affect the liquidity of the affected Series 202_A Bonds and their market price in the secondary market.

Cybersecurity

School districts, like other governmental and business entities, face significant risks relating to the use and application of computer software and hardware for educational, operational and management purposes. 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 cyber incidents involving 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 GENERAL INFORMATION – Cybersecurity."

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, 202_, including its financial statements for the fiscal year ended June 30, 202_, is included as Appendix B. The basic financial statements of the District for the fiscal year 202_-2_ 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.

MATERIAL LITIGATION

The District has active cases defending a total of ____ AB 218 claimants relating to allegations of misconduct by former employees with respect to childhood sexual assault, abuse and/or molestation. These claims in this number, and potentially more, are brought pursuant to California Code of Civil Procedure Section 340.1 and by application of AB 218, and similar childhood sexual assault, abuse and/or molestation claims for tort liability. There are also a number of other lawsuits and claims pending against the District. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE FUNDING OF SCHOOL DISTRICTS – Risk Management and Litigation" and "– Sexual Misconduct Cases – Assembly Bill 218 and Related Claims" thereunder.

Except as described above, there is no material litigation pending against the District or, to the knowledge of its executive officers, threatened, (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; (ii) seeking to restrain or enjoin the issuance or delivery of the Series 202_A Bonds, the application of the proceeds of the sale of the Series 202_A Bonds, or in any way contesting or affecting the validity of the Bonds, the Indenture, or the Continuing Disclosure Certificate, or materially affecting payment of the Series 202_A Bonds or payment of any other obligations of the District, or contesting the powers of the District or any authority for the issuance of the Series 202_A Bonds; (iii) contesting the completeness or accuracy of the preliminary or final Official Statement; or (iv) in which a final adverse decision could result in any material adverse change in the business, properties, assets or the financial condition of the District or which may have a material adverse effect on the ability of the District to meet its obligations under the Series 202_A Bonds, the Indenture, or the Continuing Disclosure Certificate. See APPENDIX A – "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation."

TAX MATTERS

In the opinion of Dannis Woliver Kelley, bond counsel to the District ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 202_A Bonds is exempt from State of California personal income taxes. Bond Counsel observes that interest on the Series 202_A Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 202_A Bonds. The proposed form of opinion of Bond Counsel is contained in Appendix D hereto.

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to holders of the Series 202_A Bonds that acquire their Series 202_A Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Series 202_A Bonds as part of a hedge, straddle or an integrated or conversion transaction, investors whose "functional currency" is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Series 202_A Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their Series 202_A Bonds pursuant to this offering for the issue price that is applicable to such Series 202_A Bonds (i.e., the price at which a substantial amount of the Series 202_A Bonds are sold to the public) and who will hold their Series 202_A Bonds as "capital assets" within the meaning of Section 1221 of the Code.

As used herein, "U.S. Holder" means a beneficial owner of a Series 202_A Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, "Non-U.S. Holder" generally means a beneficial owner of a Series 202_A Bond (other than a partnership) that is not a U.S. Holder. If a partnership holds Series 202_A Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Series 202_A Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series 202_A Bonds (including their status as U.S. Holders or Non-U.S. Holders).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership, and disposition of the Series 202_A Bonds in light of their particular circumstances.

U.S. Holders - Interest. Interest on the Series 202_A Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the Series 202_A Bonds is less than the amount to be paid at maturity of such Series 202_A Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 202_A Bonds) by more than a de minimis amount, the difference may constitute original issue discount ("OID"). U.S. Holders of Series 202_A Bonds will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

Series 202_A Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a Series 202_A Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Series 202_A Bond.

U.S. Holders - Sale or Other Taxable Disposition of the Series 202_A Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the District) or other disposition of a Series 202_A Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Series 202_A Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Series 202_A Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Series 202_A Bond (generally, the purchase price paid by the U.S. Holder for the Series 202_A Bond, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such Series 202_A Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Series 202_A Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Series 202_A Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

U.S. Holders - Defeasance of the Series 202_A Bonds. If the District defeases any Series 202_A Bond, the Series 202_A Bond may be deemed to be retired and "reissued" for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, a holder will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the holder's adjusted U.S. federal income tax basis in the Series 202_A Bond.

U.S. Holders - Information Reporting and Backup Withholding. Payments on the Series 202_A Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the Series 202_A Bonds may be subject to backup withholding at the current rate of 24% with respect to "reportable payments," which include interest paid on the Series 202_A Bonds and the gross

proceeds of a sale, exchange, redemption, retirement, or other disposition of the Series 202_A Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations, and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Non-U.S. Holders - Interest. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act ("FATCA") – U.S. Holders and Non-U.S. Holders," payments of principal of, and interest on, any Series 202_A Bond to a Non-U.S. Holder, other than (1) a controlled foreign corporation described in Section 881(c)(3)(C) of the Code and (2) a bank which acquires such Series 202_A Bond in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. federal withholding tax provided that the beneficial owner of the Series 202_A Bond provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading "Information Reporting and Backup Withholding," or an exemption is otherwise established.

Non-U.S. Holders - Disposition of the Series 202_A Bonds. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act ("FATCA") – U.S. Holders and Non-U.S. Holders," any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the District or a deemed retirement due to defeasance of the Series 202_A Bond) or other disposition of a Series 202_A Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the District) or other disposition and certain other conditions are met.

Non-U.S. Holders - Information Reporting and Backup Withholding. Subject to the discussion below under the heading "Foreign Account Tax Compliance Act ("FATCA") – U.S. Holders and Non-U.S. Holders," under current U.S. Treasury Regulations, payments of principal and interest on any Series 202_A Bonds to a holder that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the Series 202_A Bond or a financial institution holding the Series 202_A Bond on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. The current backup withholding tax rate is 24%.

Foreign Account Tax Compliance Act ("FATCA")—U.S. Holders and Non-U.S. Holders. Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the Series 202_A Bonds. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain "passthru" payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term "foreign passthru payments." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of Series 202_A Bonds in light of the holder's particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership, and disposition of Series 202_A Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

The proposed form of the opinion of Dannis Woliver Kelley relating to the Bonds is set forth in APPENDIX D — "PROPOSED FORM OF OPINION OF BOND COUNSEL."

RATINGS

Fitch Ratings, Inc. ("Fitch") and Moody's Investors Service Inc. ("Moody's") have assigned their ratings of "___" and "___," respectively, to the Series 202_A Bonds. Each 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 their own investigations, studies and assumptions made by them (which may include information and material from the District which is not included in this Official Statement). Each rating is not a recommendation to buy, sell or hold the Series 202_A Bonds. Each rating reflects only the view of the respective rating agency, and an explanation of the significance of such rating may be obtained from it. There is no assurance that any such 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 Series 202_A Bonds. Neither the Underwriters nor the District have undertaken any responsibility after the issuance and delivery of the Series 202_A Bonds to assure the maintenance of the ratings or to oppose any such revision or withdrawal.

VALIDATION PROCEEDING

On ____, 202_, the District filed a complaint in the Court seeking judicial confirmation of the validity of the transactions relating to its authorizing and approving the issuance of the Bonds including, without limitation, the Series 202_A Bonds and the execution and delivery of the Indenture, the refunding of the Series 202_A Notes, and any and all contracts and agreements executed and delivered in connection therewith, and with respect to certain obligations of the District arising under the Judgments. The action was brought against all interested persons pursuant to the provisions of Sections 860 *et seq*. of the California

Code of Civil Procedure. The court entered a judgment in the District's favor on _____, 202_ to the effect, among other things, that the District has the authority under California law to issue the Series 202_A Bonds, and that the Series 202_A Bonds, Indenture, and refunding of the Series 202_A Judgments and Series 202_A Notes are valid, legal, and binding obligations of the District under California law. Pursuant to Section 870 of the California Code of Civil Procedure and Rule 2(a) of the California Rules of Court, the period during which a notice of appeal to this judgment could be timely filed expired on ____, 202_, and the judgment is binding and conclusive in accordance with California law. Pursuant to the proceedings, the aggregate dollar amount of Judgments to be refunded by the Bonds cannot exceed $250,000,000.

CERTAIN LEGAL MATTERS

The validity of the Series 202_A Bonds and certain other legal matters are subject to the approving opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D. Bond Counsel undertakes no responsibility for the accuracy, completeness, or fairness of this Official Statement. Certain legal matters will be passed upon for the District by Dannis Woliver Kelley, as Disclosure Counsel to the District, for the Underwriters by _____, _____, California, and for the District by General Counsel to the District.

Each of Bond Counsel, Disclosure Counsel and Underwriters' Counsel will receive compensation contingent upon the execution and delivery of the Series 202_A Bonds. From time to time, Bond Counsel and Disclosure Counsel each may represent the Underwriters in matters unrelated to the District or the Series 202_A Bonds.

MUNICIPAL ADVISOR

KNN Public Finance (the "Municipal Advisor"), has been engaged by the District to perform financial services in connection with the issuance of the Series 202_A Bonds 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. Certain fees of the Municipal Advisor are contingent upon the issuance and delivery of the Series 202_A Bonds.

UNDERWRITING

The Series 202_A Bonds are being purchased by _____, on behalf of a syndicate that also includes the other underwriters set forth on the cover hereof (collectively, the "Underwriters"). The Underwriters have agreed, subject to certain terms and conditions set forth in that certain Bond Purchase Agreement, dated _____, 202_, by and between the Underwriters and the District, to purchase the Series 202_A Bonds at a purchase price of $____ (which represents the aggregate principal amount of the Series 202_A Bonds, less $_____ of Underwriters' discount). The Underwriters will purchase all the Series 202_A Bonds if any are purchased.

The Series 202_A Bonds may be offered and sold to certain dealers (including dealers depositing said Series 202_A Bonds 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 Underwriters.

The Underwriters and its respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage

and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the District and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriters and its respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities, and instruments.

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 Series 202_A Bonds.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Controller

APPENDIX A

DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION

APPENDIX B

AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 202_

APPENDIX C

SUMMARY OF INDENTURE

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon issuance and delivery of the Series 202_A Bonds, Dannis Woliver Kelley, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Series 202_A Bonds in substantially the following form:

[Date of Delivery]

Los Angeles Unified School District
Los Angeles, California

Los Angeles Unified School District
Judgment Obligation Bonds, Series 202_A (Federally Taxable)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the Los Angeles Unified School District (the "District") in connection with issuance of $_____ aggregate principal amount of the Los Angeles Unified School District Judgment Obligation Bonds, Series 202_A (Federally Taxable) (the "Series 202_A Bonds"), issued pursuant to Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the Indenture, dated as of _____, 202__ (the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, opinions of counsel to the District and the Trustee, certificates of the District, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions, including the judgment in validation action rendered on _____, 202_ by the Superior Court of the State of California for the County of Los Angeles in the action entitled Los Angeles Unified School District v. *All Persons Interested, etc.*, Case No. _____, and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Series 202_A Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Series 202_A Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Series 202_A Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures provided to us and the due and legal execution and delivery of each such document by each party thereto other than the District and that each such document constitutes a valid and binding agreement of such party. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture. We call attention to the fact that the rights and obligations under the Series 202_A Bonds and the Indenture and

their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as the District in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the property described in or as subject to the lien of the Indenture, or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement, dated July 1, 2025, or other offering material relating to the Series 202_A Bonds and express no view with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Series 202_A Bonds constitute the valid and binding obligations of the District. The obligations of the District under the Series 202_A Bonds, including the obligation to make all payments of the interest on and the principal of the Series 202_A Bonds when due, are obligations of the District imposed by law.

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding agreement of, the District.

3. Interest on the Series 202_A Bonds is exempt from State of California personal income taxes. We observe that interest on the Series 202_A Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 202_A Bonds.

Faithfully yours,

DANNIS WOLIVER KELLEY

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated _____, 202_, is executed and delivered by the Los Angeles Unified School District (the "District") in connection with the issuance of its Bonds (defined herein), which are being issued pursuant to the laws of the State of California and the Resolution (defined herein). 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 Bonds 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 Resolution, 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bonds" shall mean the Los Angeles Unified School District Judgment Obligation Bonds, Series 202_A (Federally Taxable).

"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 Bonds, or if the Bonds 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 ____, 202_, with respect to the Bonds.

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Resolution" shall mean the resolution adopted by the Board of Education of the District on June 18, 2024.

"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 202_-2_ fiscal year (which is due not later than February 25, 202_), 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) Table A-1 – "Average Daily Attendance;"

(ii) Table A-4 – "Historical Gross Assessed Valuation of Taxable Property" if and to the extent provided to the District by the County;

(iii) Table A-8 – "Largest Local Secured Taxpayers;"

(iv) Table A-11a – "District General Fund Budget" for the current fiscal year; and

(v) Table A-32 "Certificates of Participation Lease Obligations Debt Service Schedule."

(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 Bonds;

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) modifications to rights of Holders, if material;

(iv) bond 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 Bonds, or other material events affecting the tax status of the Bonds;

(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 Bonds, 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 Paying Agent or the change of name of a Paying Agent, 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 Bonds.

(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 Bonds pursuant to the Resolution.

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 Bonds and the 9-digit CUSIP numbers for the Bonds 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 Bonds. If such termination occurs prior to the final maturity of the Bonds, 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 Bonds, 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 Bonds (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 Bonds or (2) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution 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 Bonds, 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 Bonds then outstanding, shall) or any Holders or Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the 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 Resolution, 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 Bonds.

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 Bonds, 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.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Ernie Thomas,
Controller

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 Underwriters 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. The information presented there, however, 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 Bonds.*

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 October 31, 2025, 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	$22.006
Schools and Community Colleges	26.895
Discretionary Participants	3.477
Total	$51.378

The Treasury Pool participation composition is as follows:

Non-discretionary Participants	93.36%
Discretionary Participants:	
Independent Public Agencies	6.51
County Bond Proceeds and Repayment Funds	0.13
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 11, 2025, 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 November 26, 2025, the October 31, 2025 book value of the Treasury Pool was approximately $52.377 billion, and the corresponding market value was approximately $51.131 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 October 31, 2025:

Type of Investment	% of Pool
Certificates of Deposit	3.53%
U.S. Government and Agency Obligations	65.68
Bank Acceptances	0.00
Commercial Paper	30.76
Municipal Obligations	0.03
Corporate Notes & Deposit Notes	0.00
Repurchase Agreements	0.00
Asset Backed Instruments	0.00
Other	0.00
	100.00%

The Treasury Pool is highly liquid. As of October 31, 2025, approximately 39.51% of the investments mature within 60 days, with an average of 488 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 or the Underwriters takes any responsibility for the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), will act as securities depository for the Series 202_A Bonds. The Series 202_A Bonds 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 Series 202_A Bond will be issued for each stated Principal Payment Date of the Series 202_A Bonds, each in the aggregate amount of the principal evidenced by Series 202_A Bonds with such stated Principal Payment Date, and will be deposited with DTC.

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.

Purchases of Series 202_A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 202_A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 202_A Bond ("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 Series 202_A Bonds 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 Series 202_A Bonds, except in the event that use of the book-entry system for the Series 202_A Bonds is discontinued.

To facilitate subsequent transfers, all Series 202_A Bonds 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 Series 202_A Bonds 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 Series 202_A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 202_A Bonds 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.

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 Series 202_A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 202_A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Series 202_A Bonds may wish to ascertain that the nominee holding the Series 202_A Bonds 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.

Redemption notices will be sent to DTC. If less than all of the Series 202_A Bonds 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 Series 202_A Bonds to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 202_A Bonds 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 Series 202_A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, premium, if any, interest, and other payments evidenced by the Series 202_A Bonds 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 Series 202_A Bonds 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.

DTC may discontinue providing its services as depository with respect to the Series 202_A Bonds 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, Series 202_A Bonds are required to be printed and delivered.

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, Series 202_A Bonds will be printed and delivered to DTC.

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 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 SERIES 202_A BONDS 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 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 SERIES 202_A BONDS OR ANY ERROR OR DELAY RELATING THERETO.

THE FOREGOING DESCRIPTION OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 202_A BONDS, PAYMENT OF PRINCIPAL, INTEREST AND OTHER PAYMENTS EVIDENCED BY THE SERIES 202_A BONDS TO PARTICIPANTS OR BENEFICIAL OWNERS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN SUCH BONDS 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.

APPENDIX A

**DISTRICT FINANCIAL INFORMATION AND
REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION**

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 Bonds do 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, and neither the Bonds nor the obligation of the District to make payment of the interest on or the principal of the Bonds constitutes an indebtedness of the District or the State, or any of its political subdivisions, in contravention of any constitutional or statutory debt limitation or restriction. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" 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") 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 boundaries for the District are approximately 80% coterminous with the City, with the remaining 20% included in the smaller neighboring cities and unincorporated County areas described above. 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

District Board. The District is governed by a seven-member Board of Education (the "District Board"), each member of which is a voting member and elected by voters within such member's designated district. The members of the District Board are elected to four-year terms in alternate slates of three and four, with elections held every two years. In an election year, if a candidate receives a majority of the votes cast for a District Board seat in the primary election, that candidate is elected to the office. In the event no candidate receives a majority of the votes cast for a District Board seat, there is a runoff election at the general election between the two candidates receiving the highest number of votes for the seat in the primary election. The current members of the District Board along with their district and term are set forth below.

District	Member	Term Ending
3	Scott Schmerelson, President	December 10, 2028
2	Dr. Rocio Rivas, Vice President	December 13, 2026
1	Sherlett Hendy Newbill	December 10, 2028
4	Nick Melvoin	December 13, 2026
5	Karla Griego	December 10, 2028
6	Kelly Gonez	December 13, 2026
7	Tanya Ortiz Franklin	December 10, 2028

Superintendent. 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"). The District Board appointed Alberto M. Carvalho to serve as the Superintendent effective February 2022.

Strategic Plan. On June 21, 2022, the District Board unanimously adopted a strategic plan for the next four years (the "2022-26 Strategic Plan") that focuses on the goal of ensuring that all District students graduate "ready for the world" and prepared to thrive in college, career, and life. The 2022-26 Strategic Plan revolves around five pillars, each consisting of four priorities, that represent critical areas the District will focus on: academic excellence; joy and wellness; engagement and collaboration; operational effectiveness; and investing in staff.

Pursuant to the 2022-26 Strategic Plan, the first pillar of "Academic Excellence" prioritizes improving student outcomes through high-quality instruction, delivering enriching experiences to instill lifelong learning, eliminating opportunity gaps, and encouraging multiple paths for college and career readiness. The second pillar of "Joy and Wellness" prioritizes creating welcoming and inclusive learning environments, addressing student well-being through health, nutrition, and wellness services, cultivating strong social-emotional skills, and ensuring outstanding attendance to achieve consistent learning. The third pillar of "Engagement and Collaboration" prioritizes strengthening relationships between students, families, and schools, providing accessible information to the community, leading on local, state, and national levels, and honoring the perspectives of students. The fourth pillar of "Operational Effectiveness" prioritizes developing data-driven decision-making, modernizing facilities and technological infrastructure, sustainably implementing school and District budgets, and making the District a district of choice of families. The fifth pillar of "Investing in Staff" prioritizes recruiting and retaining a diverse workforce, providing rigorous and relevant professional learning, cultivating staff wellness, and maintaining consistent and high performance standards.

The District developed an Implementation Guide for the 2022-26 Strategic Plan with actions and practices for practitioners to implement in schools and classrooms. Pursuant to the 2022-26 Strategic Plan, the District intends to, among other endeavors, ensure processes and systems are in alignment by reviewing budgets, updating reporting structures, offering professional development for school and central office staff, and providing additional support for aligning school-level plans to the 2022-26 Strategic Plan. Furthermore, to ensure the 2022-26 Strategic Plan remains on track, the District is regularly engaging with the community to solicit feedback on its actions and expenditures, and has established districtwide systems to monitor progress of ongoing implementation, as well progress toward achieving its targets for success – at both the central-office and school-site levels.

The District is entering the final year of the 2022–26 Strategic Plan and considers progress to have been made. Growth has been shown across certain measures of success and the District intends to continue this work. The District intends to develop another strategic plan, which is expected to follow the same approach, with engagement from stakeholders, Board Members, District staff, and educational partners.

Regions. In addition to the Superintendent of the District, the District organizes its schools into four (formerly six) geographically-based regions (each, a "Region"). Each Region has a separate superintendent to oversee the schools in the related area of the District. The current Region Superintendents are Dr. David Baca (North), Andre Spicer (South), José P. Huerta (East), and Dr. Denise Collier (West).

Biographies. Brief biographical information for Superintendent Alberto M. Carvalho and other senior management of the District is set forth below.

Alberto M. Carvalho, Superintendent. Alberto M. Carvalho has served as Superintendent of the District, the nation's second-largest school district, since February 2022. He was selected by the District Board in a unanimous vote following a comprehensive community engagement process and a nationwide search.

Since starting at the District, Superintendent Carvalho has led the development and implementation of the District's unanimously approved 2022-2026 Ready for the World Strategic Plan. Numerous initiatives and ideas have enhanced the plan, including the launch of the STEAM Lab Makerspaces, Education Transformation Office, Cultural Arts Passport, and Family Academy. Through Superintendent Carvalho's leadership, the District has also established nine new education compacts between the District and local municipalities, made significant progress in greening schools.

During his 14-year tenure as Superintendent of Miami-Dade County Public Schools ("M-DCPS"), Superintendent Carvalho garnered local, state, national and international recognition. His honors include being named Florida's 2014 Superintendent of the Year; the 2014 National Superintendent of the Year; the 2016 Magnet Schools of America Superintendent of the Year, the 2016 winner of the Harold W. McGraw Prize in Education; the 2018 National Urban Superintendent of the Year; and the 2019 National Association for Bilingual Education (NABE) Superintendent of the Year.

Under his leadership, M-DCPS became one of the nation's highest-performing urban school systems, receiving systemwide accreditation from AdvancEd in 2014 and 2019. M-DCPS was named as the 2014 College Board Advanced Placement Equity and Excellence District of the Year and the 2012 winner of the Broad Prize for Urban Education. Superintendent Carvalho is now seeking to elevate the District to the premier spot in American urban education.

Superintendent Carvalho was appointed by the U.S. Secretary of Education to serve on the National Assessment Governing Board. He has served as a committee member for the National Academies of Science, Engineering, and Medicine and is currently serving as an Advisory Committee Member to the Harvard Program on Education Policy and Governance. Superintendent Carvalho is also a dedicated member the Homeland Security Academic Partnership Council, the National Board of Directors for Common Threads, the Posse Foundation, the Aspen Institute's Planet Media Task Force, and Code.org. He is a member of the Leadership Table for the Los Angeles County Executive Committee on Homelessness and serves on the Board of Directors of The Music Center of Los Angeles.

Superintendent Carvalho has been awarded many honorary degrees. He has been honored by the President of Portugal with the "Ordem de Mérito Civil" and by Mexico with the "Ohtli Award." He was also knighted by King Felipe VI of Spain with the Cross of the Orden de Isabel la Católica.

Jaime G. Torrens, Senior Advisor to the Superintendent. Mr. Torrens, Senior Advisor to the Superintendent of the District, is responsible for assisting and supporting the Superintendent in the overall operation of the District, the largest self-governing public school district in the nation. Mr. Torrens also oversees the District's eco-sustainability, compliance and audits, and environmental health and safety functions. Mr. Torrens previously served as Deputy Superintendent and Chief of Staff for Miami-Dade County Public Schools ("M-DCPS") where he oversaw a broad portfolio of functional areas. Among other duties, he led the M-DCPS' response and recovery related to COVID-19 (as defined herein).

As Chief Facilities Officer for over 12 years, he was responsible for all aspects of facilities planning, construction, maintenance, operations and inspections at the fourth largest school system in the nation. As a member of the Superintendent's Cabinet, he directed a staff of 1,000 professional and technical personnel responsible for all aspects of 3,100 buildings comprising 45 million square feet on over 400 school campuses and ancillary facilities.

Mr. Torrens also led the implementation of M-DCPS' $1.2 billion general obligation bond program approved by voters in 2012 to renovate, construct, and modernize school facilities throughout Miami-Dade County. This extensive capital improvement program included instructional technology upgrades at every school to provide equity throughout all campuses. Concurrently, he helped launch a comprehensive

business development program which drastically expanded participation of small, minority and women-owned businesses that had been historically underrepresented in the construction industry.

Mr. Torrens served M-DCPS in various positions of increasing responsibility related to facilities management and district/emergency operations. He led M-DCPS' infusion of sustainability principles into design criteria and specifications for capital projects, implemented the Guaranteed Energy Performance Contracting Program, and opened the first Gold Certified comprehensive high school under the LEED for Schools Program.

Mr. Torrens holds a Master of Science in Management Information Systems and a Bachelor of Science in Electrical Engineering from Florida International University, and he is a LEED Accredited Professional.

Mr. Pedro Salcido, Deputy Superintendent Business Services and Operations. Pedro Salcido has been a dedicated member of the District since 2012, advancing through a variety of roles that reflect his deep commitment to both educational equity and operational excellence. Currently serving as the Deputy Superintendent of Business Services and Operations, Mr. Salcido oversees the essential divisions that keep the District running, including finance, food services, facilities, information technology, medical services, procurement, school operations, school police, and transportation. His strategic priorities include addressing the digital divide, advancing school bus electrification and systems modernization, improving school meals, modernizing wireless networks, leading school building renovations, and implementing strategic budgeting efforts.

Since his appointment in November 2022, Mr. Salcido has spearheaded multiple initiatives that are critical to the District's long-term goals. Notably, he has been instrumental in efforts to close the digital divide and modernize technological systems, ensuring that all students and staff have access to state-of-the-art tools for teaching, learning, and communication. His leadership also extends to the District's sustainability efforts, such as the transition to electric school buses, and his work on improving the quality of school meals, making them both healthier and more appealing to students.

Before becoming Deputy Superintendent of Business Services and Operations, Mr. Salcido served as the Chief of Staff, where he played a pivotal role in managing the District's academic and non-academic operations. As the Superintendent's principal liaison to the Board of Education, he facilitated the execution of policies and worked closely with Superintendent Carvalho on the development of both the 100-Day Plan and the Strategic Plan. His work continues to focus on aligning the District's resources with its most urgent priorities, ensuring that every decision is made with a focus on equity and efficiency.

One of Mr. Salcido's most significant contributions to the District has been his leadership in the development and implementation of the Student Equity Needs Index (SENI), a funding allocation model designed to address the District's most pressing equity challenges. Today, SENI has grown to distribute nearly $700 million to the schools that need it most. This initiative is just one example of how Mr. Salcido has worked tirelessly to expand both equitable financial practices and programmatic efforts across the District.

Mr. Salcido's experience also includes serving as Senior Executive Director of Finance and Policy and Director of Government Relations, where he led state, federal, and local advocacy efforts, managed labor negotiations, and oversaw the District's financial operations and policy development. He played a key role in the establishment of the District's Local Control and Accountability Plan, aligning budget practices with a system of accountability and community engagement that continues to guide the District's efforts.

As a first-generation Mexican American, son of immigrants, and the first in his family to graduate from high school and college, Mr. Salcido brings a personal perspective to his leadership. He connects deeply with the educational journeys of the District's diverse students and is committed to listening to the voices of staff, students, and families to ensure that their experiences inform the decisions that shape the District's future.

Mr. Salcido holds a Master of Public Administration from the University of Southern California and holds dual degrees in Politics and Latin American Studies from the University of California, Santa Cruz.

Devora Navera Reed, General Counsel. Devora Navera Reed serves as the General Counsel for the District, the largest school district in California. She was appointed by the Board of Education in 2020. She has served as legal counsel in various roles since 2006. As the General Counsel for the District, Ms. Reed is responsible for administering and overseeing the legal activities of the District's legal staff of over 100 talented individuals and outside legal firms. In addition, she advises the Board of Education, Superintendent, and senior leadership on matters of major importance to the District. She is a critical member of the executive cabinet focused on accelerating student achievement and equity in the District. Prior to joining the District in 2006, Ms. 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. In addition to her legal responsibilities, Ms. Reed serves as a board member of the California Minority Counsel Program promoting diversity, equity and inclusion in the legal field. Ms. 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.

Saman Bravo-Karimi, Chief Financial Officer. Mr. Bravo-Karimi began serving as the District's Chief Financial Officer in September of 2025. Mr. Bravo-Karimi previously served as the Chief Business Officer of Pasadena Unified School District, as Senior Executive Director of Finance Policy and the Director of Finance Policy at the District, as Chief Business Officer of Bright Star Schools, as well as the Director of Capital Fund Compliance and as a Program Associate, Budget Services and Financial Planning for the District. Mr. Bravo- Karimi also completed the Broad Residency in Urban Education, prior to which he served in several positions with Wells Fargo Bank. Mr. Bravo-Karimi earned his Bachelor's Degree in Economics and History from the University of California at Los Angeles and his Master's of Business Administration from the University of California at Los Angeles Anderson School of Management.

Kurt John, Deputy Chief Financial Officer – Finance. Mr. John joined the District on July 17, 2025. He comes to the District from the Substance Abuse and Mental Health Services Administration where he served as the Director of the Office of Financial Resources. Prior to that, he served in several leadership positions at the National Institutes of Health ("NIH"). These roles included Deputy Budget Officer at the NIH National Eye Institute, Chief Financial Officer and then Executive Officer at the NIH Center for Information Technology, and Chief Financial Officer at the NIH National Institute on Aging. He received his Bachelors of Science degree and Master of Finance from the University of Maryland. He also received an Executive Leadership Master of Public Administration from American University and a Doctor of Education from The George Washington University.

Ernie Thomas, Controller. Mr. Thomas joined the District in January 2024 from a national non-profit organization focused on education where he served for a decade, first as Controller and eventually as Treasurer and Controller for the last six years. He previously served as Corporate Controller for a community sector organization for two years. Prior to that, he served as Vice President at National Community Renaissance for a year. Before that, Mr. Thomas served at an entertainment company for over a decade, where he first held the position of Controller for three years, and then Chief Financial Officer for the last nine years. Mr. Thomas was also an auditor at Arthur Andersen & Co. and is a Certified Public

Accountant (inactive). Mr. Thomas graduated from the University of California, Los Angeles with a Bachelor of Arts degree in Economics.

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 from June 2008 through June 2011 and served as the District's Deputy Controller from June 2011 through September 2023. Mr. Rosnick became Director of Capital Planning and Budgeting in September 2023, and served in this position through June 2025. Mr. Rosnick is now serving as the District's Deputy Controller. Prior to joining the District, Mr. Rosnick served as an Administrator at the Orange County Department of Education and as a Financial Officer with the Los Angeles County Office of Education. 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 largest public school district in the State and the largest self-governing public school district in the United States. As reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, the District operated 1,233 schools and centers in fiscal year 2024-25, which consisted of 436 elementary schools, 79 middle/junior high schools, 87 senior high schools, 59 options schools, 27 multi-level schools, 11 special education schools, 267 magnet centers, 66 magnet schools, 18 primary school centers, 2 community adult schools, 7 regional occupational centers, 2 skills centers, 87 early education centers, 4 infant centers, and 81 California State preschools. As reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, 51 of the District's schools were operated as Affiliated Charter Schools in fiscal year 2024-25. In addition, as reflected in the District's Audited Annual Financial Report for fiscal year 2024-25, the District oversaw 218 Fiscally Independent Charter Schools within the District's boundaries in fiscal year 2024-25. See "STATE FUNDING OF SCHOOL DISTRICTS – Charter School Funding."

Enrollment and Average Daily Attendance

At the time of preparation of the District's first interim report for fiscal year 2025-26 (the "2025-26 First Interim Report"), the transitional kindergarten ("TK") through 12th grade enrollment in the District for fiscal year 2025-26 was projected to be approximately 389,010 students, including those attending magnet, opportunity, and continuation schools and centers, Affiliated Charter Schools, and schools for people with disabilities. Such enrollment represents a projected decrease of 7,060 students or a decrease of approximately (1.78)% from the budgeted TK-12 enrollment in the District at the time of preparation of the District's original adopted budget for fiscal year 2025-26 (the "Fiscal Year 2025-26 Budget"). Such enrollment does not include students attending Fiscally Independent Charter Schools that was budgeted at 107,437 students at the time of preparation of the Fiscal Year 2025-26 Budget. Based on enrollment projections at the time of preparation of the 2025-26 First Interim Report, the District projected enrollment to decline by (1.73)% on average through fiscal year 2027-28. For more information regarding District enrollment and average daily attendance, see "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance," below. See also "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – District Budget" below for information regarding the District's declining enrollment.

While the District expects enrollment to continue to decline, such enrollment declines are subject to change as conditions change and more data becomes available throughout each fiscal year. The District attributes declining enrollment to, among other things, the reduced birth rate in the County, increased costs of living and housing costs in southern California, declining immigration trends in the Los Angeles area, and residual impacts of the Coronavirus Disease 2019 ("COVID-19") pandemic. The District's Strategic Enrollment & Program Planning Office continues to lead coordination of District-wide enrollment efforts by utilizing data-driven decision-making to expand successful District programs, improve marketing and outreach to communities, implement student retention and matriculation strategies, and streamline TK-12 pathways and programs. Additionally, the recent 2025 wildfires could additionally impact enrollment. See "*2025 Wildfires*" in the front part of the Official Statement. See also "DISTRICT FINANCIAL INFORMATION AND REGIONAL ECONOMIC AND DEMOGRAPHIC INFORMATION – DISTRICT FINANCIAL INFORMATION – District Budget – LACOE's Responses to Fiscal Year 2025-26 Budget," for information regarding the District's declining enrollment.

As a result of declining enrollment in District schools, the District's annual average daily attendance ("ADA") has declined in recent years and is expected to further decline in fiscal years 2025-26 through 2027-28 based on projections contained in Fiscal Year 2025-26 First Interim Report. To ensure funding stability regardless of instructional model in light of the COVID-19 pandemic, the State budget for fiscal year 2020-21 included a hold-harmless provision for the purpose of calculating apportionments in fiscal year 2020-21, and it provided that average daily attendance for fiscal year 2020-21 was based on fiscal year 2019-20 (specifically, the period July 1, 2019 through February 29, 2020). Although the State budget for fiscal year 2021-22 did not include an extension of the ADA hold-harmless provision in fiscal year 2021-22, school districts with enrollment declines in fiscal year 2021-22, like the District, retained the ability to receive their apportionment based on the higher of their fiscal year 2019-20 or fiscal year 2021-22 ADA as provided under the Local Control Funding Formula (the "LCFF"). See "STATE FUNDING OF SCHOOL DISTRICTS – Local Control Funding Formula." In light of pervasive declining enrollment throughout nearly all school districts in the State, the Governor's State budget for fiscal year 2022-23 revised the LCFF calculation beginning with fiscal year 2022-23 to consider the greater of a school district's current fiscal year, prior fiscal year, or the average of three prior fiscal years' ADA to allow school districts more time to adjust to enrollment-related LCFF funding declines. For purposes of fiscal year 2021-22, if a school district could demonstrate it provided independent study offerings to students in fiscal year 2021-22, such school district could consider the greater of its fiscal year 2021-22 ADA or its fiscal year 2021-22 enrollment adjusted for pre-COVID-19 absence rates. Such adjustment was applicable to fiscal year 2021-22 for purposes of calculating a school district's prior year ADA or the average of three prior years' ADA in fiscal year 2022-23 and beyond in accordance with the amendments made in connection with the Governor's State budget for fiscal year 2022-23. The following Table A-1 sets forth the District's actual and funded ADA for fiscal years 2016-17 through 2025-26. As reflected in Table A-1, the District's funded ADA for fiscal years 2016-17 through 2021-22 was based largely on actual prior year ADA for the second period of attendance ("P-2") for traditional TK-12 students, but current year P-2 ADA for students attending Affiliated Charter Schools. For fiscal years 2022-23 through 2024-25, the District's funded ADA was based largely on the average of three prior fiscal years' P-2 ADA for traditional TK-12 students, as adjusted in accordance with the COVID-19 ADA relief measures, but current year P-2 ADA for students attending Affiliated Charter Schools. As is shown in Table A-1, the revised LCFF calculation allowing the greater of a school district's current fiscal year, prior fiscal year, or the average of three prior fiscal years' ADA delays, but does not eliminate, the effects of declining enrollment on LCFF funding, such effects to eventually be felt as higher attendance levels from earlier years continue phasing out of the District's average.

TABLE A-1
LOS ANGELES UNIFIED SCHOOL DISTRICT
Average Daily Attendance
Fiscal Years 2016-17 through 2025-26[1]

	Actual ADA			Funded ADA
Fiscal Year	TK-12[2]	Affiliated Charter Schools[3]	Total	Total
2016-17	450,713	41,143	491,856	500,648[7]
2017-18	438,359	40,232	478,591	483,710[7]
2018-19	415,100	38,910	454,010	470,127[7]
2019-20[4]	413,965	40,940	454,905	454,792[7]
2020-21[5]	N/A	N/A	N/A	455,356[7]
2021-22	345,896	35,043	380,939	449,937[7]
2022-23	348,544	35,466	384,010	433,929[8]
2023-24	345,702	35,587	381,289	410,914[8]
2024-25	336,816	34,895	371,712	386,214[8]
2025-26[6]	331,097	35,173	366,270	373,250[8]

(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 and District students attending schools operated by the County.
(3) Includes charter schools that are fiscally-affiliated with the District.
(4) Condensed reporting period. Does not reflect actual student attendance after February 29, 2020 due to the COVID-19 pandemic.
(5) Attendance reporting not required for fiscal year 2020-21. The fiscal year 2020-21 State budget included a hold harmless provision for the purpose of calculating apportionments under LCFF in fiscal year 2020-21, providing that ADA for fiscal year 2020-21 was based on ADA for fiscal year 2019-20 (specifically, the period July 1, 2019 through February 29, 2020), as discussed in more detail above.
(6) Funded ADA, as reflected in the 2025-26 First Interim Report; Actual ADA is based on projections provided in the Fiscal Year 2025-26 Adopted Budget.
(7) Funded ADA is based largely on actual prior year P-2 ADA for TK-12 and current year P-2 ADA for Affiliated Charter Schools. For more information, see the discussion of ADA funding in the paragraph immediately preceding this table.
(8) Funded ADA is based largely on the average of three prior fiscal years' P-2 ADA for TK-12, as adjusted in accordance with the COVID-19 ADA relief measures, and current year P-2 ADA for Affiliated Charter Schools. For more information, see the discussion of ADA funding in the paragraph immediately preceding this table.

Sources: Los Angeles Unified School District; the District's Audited Annual Financial Report for fiscal year 2024-25 (actual ADA for fiscal years 2016-17 through 2024-25); and Fiscal Year 2025-26 First Interim Report (funded ADA for fiscal year 2025-26).

Federal Funding

The federal government provides funding for several District programs. Federal policies involving taxation, appropriations, borrowing (including the debt ceiling), trade (including tariffs), immigration, climate, change, clean energy, and other topics can shift, sometimes dramatically, from one presidential administration or Congress to another. From time to time, such shifts can result in reductions to the level of federal funding for a variety of policy priorities, including transportation, housing, healthcare, social services, and other federally funded programs. See "RISK FACTORS – Federal Funding" in the front part of this Official Statement.

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" below. 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. At the time of preparation of the Fiscal Year 2025-26 First Interim Report, the District budgeted to receive approximately 67.60% of District General Fund revenues from funds of or controlled by the State related to LCFF funding. As a result, decreases in State revenues, or in State legislative appropriations made to fund education, may significantly affect District operations. For more information regarding the District's funding for fiscal year 2025-26, see "– State Budget Act – *2025-26 State Budget*," "– Local Control Funding Formula" and "DISTRICT FINANCIAL INFORMATION – District Budget" herein. See also, "District General Information – Federal Funding" 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 did in fiscal years 2019-20 and 2020-21; 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 2025-26 State Budget, see "– State Budget Act – *2025-26 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 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 the State 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

2025-26 State Budget. The Governor signed the 2025-26 State Budget (the "2025-26 State Budget") on June 27, 2024. The 2025-26 State Budget notes that the State has experienced ongoing uncertainty created by recent federal policy changes. The 2025-26 State Budget reduces growth in State spending while maintaining support for key programs and incorporates a comprehensive regulatory streamlining package to advance more affordable housing and infrastructure.

The 2025-26 State Budget states that the imposition of federal policy changes significantly slowed growth in the California economy, particularly broad-based tariffs which drove a downgrade to California's previous economic and revenue forecasts. The 2025-26 State Budget also notes that California experienced substantial cost and caseload growth in several core State programs – most notably, in Medi-Cal – which combined to a State general fund shortfall of $11.8 billion. The 2025-26 State Budget addresses this shortfall through a range of solutions, including $2.8 billion in reductions in fiscal year 2025-26, growing to $11.9 billion by fiscal year 2028-29; $7.8 billion in total revenue increases and borrowing solutions in fiscal year 2025-26; and $1.2 billion in fund shifts in fiscal year 2025-26. To provide a balanced budget over two fiscal years, the 2024-25 State budget authorized withdrawals from the Budget Stabilization Account ("BSA") of $5.1 billion in fiscal year 2024-25 and $7.1 billion in fiscal year 2025-26. The 2025-26 State Budget continues the scheduled $7.1 billion BSA withdrawal in fiscal year 2025-26, while maintaining a combined reserve balance of $15.7 billion in fiscal year 2025-26, including $11.2 billion in the BSA and $4.5 billion in the SFEU.

The 2025-26 State Budget projects total resources available in fiscal year 2024-25 of approximately $268.7 billion, including revenues and transfers of approximately $226.7 billion and a prior year balance of approximately $42.0 billion, and total expenditures in fiscal year 2024-25 of approximately $233.6 billion. The 2025-26 State Budget projects total resources available for fiscal year 2025-26 of approximately $250.9 billion, inclusive of revenues and transfers of approximately $215.7 billion and a prior year balance of approximately $35.1 billion. The 2025-26 State Budget projects total expenditures in fiscal year 2025-26 of approximately $228.4 billion, inclusive of non-Proposition 98 expenditures of approximately $147.6 billion and Proposition 98 expenditures of approximately $80.7 billion. The 2025-26 State Budget projects total reserve balances of $33.7 billion at the end of fiscal year 2025-26. This includes $18.0 billion in the Reserve for Liquidation of Encumbrances, $4.5 billion in the SFEU, and $11.2 billion in the BSA. The 2025-26 State Budget includes total funding of $137.6 billion for all transitional kindergarten ("TK") to 12 education programs, including $80.5 billion from the State's general fund and $57.1 billion from other funds. The 2025-26 State Budget reflects significant Proposition 98 funding that enables increased support for core programs such as the LCFF, special education, transitional kindergarten, nutrition, and preschool.

Certain budgeted programs and adjustments for K-12 education set forth in the 2025-26 State Budget include the following:

- Proposition 98 Minimum Guarantee. The 2025-26 State Budget reflects Proposition 98 funding levels of $98.5 billion in fiscal year 2023-24, $119.9 billion in fiscal year 2024-25, and $114.6 billion in fiscal year 2025-26. Due to the inherent risk in revenue projections, the 2025-26 State Budget appropriates the fiscal year 2024-25 Proposition 98 minimum guarantee at $118.0 billion, instead of the currently calculated level of $119.9 billion, in order to mitigate the risk of potentially appropriating more resources to the Proposition 98 minimum guarantee than are ultimately available in the final calculation for fiscal year 2024-25. The 2025-26 State Budget will allocate any settle-up funds that are realized to reduce ongoing deficits and protect core program funding for school districts and community colleges, including funding for growth and cost-of-living adjustments, as well as paying down TK-14 deferrals. The Proposition 98 minimum guarantee is in a Test 2 for fiscal year 2023-24 (although suspended at $98.5 billion) and continues to be in a Test 1 for fiscal years 2024-25 and 2025-26, meaning that the funding level of the Proposition 98 minimum guarantee for such fiscal years is equal to roughly 40% of the State's general fund revenues, plus local property tax revenues. Pursuant to the Proposition 98 formula, this percentage of State general fund revenues is not reduced to reflect enrollment adjustments, which further increases per pupil funding. The Proposition 98 minimum guarantee is "rebenched" to reflect the continued implementation of universal TK and property tax backfills related to the January 2025 fires in the County of Los Angeles. The resulting Test 1 percentage is then "rebenched" to increase

the percentage of State general fund revenues due to the Proposition 98 minimum guarantee, from 39.2% to 39.6%.

- Proposition 98 Rainy Day Fund. The 2025-26 State Budget maintains the withdrawal of the full $8.4 billion balance in the Proposition 98 Rainy Day Fund in fiscal year 2023-24. The 2025-26 State Budget provides a mandatory deposit into the Proposition 98 Rainy Day Fund in fiscal year 2024-25 of $455.0 million. Additionally, a year-over-year decrease in the Proposition 98 minimum guarantee triggers a mandatory withdrawal of $455.0 million in fiscal year 2025-26, exhausting the remaining Proposition 98 Rainy Day Fund balance. See "– School District Reserves" and "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO *AD VALOREM* PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Proposition 2 – SB 751."

- Proposition 98 Funding Split. The 2025-26 State Budget shifts the full TK expansion funding from the community colleges budget to the TK-12 budget of the Proposition 98 budget, beginning in the 2025-26 fiscal year. This shifts $232.9 million in ongoing Proposition 98 resources from community colleges to TK-12 schools. The purpose of rebenching Proposition 98 resources for the cost of TK expansion is to ensure that implementation of universal TK does not create a fiscal burden on existing TK-12 programs; therefore, this shift will align resources generated by the rebench.

- Local Control Funding Formula. The 2025-26 State Budget includes an LCFF cost-of-living adjustment of 2.30%. The cost-of-living adjustment, when combined with population growth adjustments, increases discretionary funding for local education agencies ("LEAs") by $2.1 billion. To fully fund the LCFF, the 2025-26 State Budget withdraws $405.3 million from the Proposition 98 Rainy Day Fund to support LCFF costs in fiscal year 2025-26.

- Deferrals. Pursuant to the 2025-26 State Budget, budgetary deferrals of $246.6 million for TK-12 education from fiscal year 2024-25 are fully repaid in fiscal year 2025-26. However, to fully fund the LCFF and maintain the level of fiscal year 2025-26 principal apportionments, the 2025-26 State Budget defers $1.9 billion in LCFF funding from June 2026 to July 2026.

- Universal Transitional Kindergarten. In the 2025-26 school year, the 2025-26 State Budget provides a total of $2.1 billion in ongoing Proposition 98 general fund resources (inclusive of all prior years' investments) to support the full implementation of universal TK, so that all children who turn four years old by September 1 can enroll in TK in the 2025-26 school year. The 2025-26 State Budget also provides an additional $1.2 billion in ongoing Proposition 98 general fund resources to support further lowering the average student-to-adult ratio from 12:1 to 10:1 in every TK classroom.

- Before School, After School, and Summer School. The 2025-26 State Budget provides $515.1 million in ongoing Proposition 98 general fund resources for the full implementation of the Expanded Learning Opportunities Program by increasing the number of elementary schools that offer universal access to students, from all those in LEAs with an unduplicated pupil percentage of 75% to all those in LEAs with 55% unduplicated students. Additionally, the 2025-26 State Budget includes $10.4 million to increase the minimum grant amount from $50,000 to $100,000 per LEA.

- Literacy Instruction. The 2025-26 State Budget provides $480.0 million to support literacy instruction aligned with the English Language Arts/English Language Department ("ELA/ELD") Framework for all students, including: (i) $215.0 million in one-time Proposition 98 general fund resources to expand the existing Literacy Coaches and Reading Specialists Grant Program; (ii)

$200.0 million one-time Proposition 98 general fund resources to support evidence-based professional learning for elementary school educators aligned with the ELA/ELD Framework; (iii) $40.0 million in one-time Proposition 98 general fund resources to support necessary costs, including purchasing screening materials and training for educators, to administer screenings for risk of reading difficulties to all kindergarten through second grade students beginning in the 202526 school year; (iv) $15.0 million in one-time Proposition 98 general fund resources for Literacy and Mathematics Networks, to convene literacy and mathematics lead agencies to support the implementation of evidence-based practices aligned to their respective curriculum frameworks; and (v) $10.0 million in one-time Proposition 98 general fund resources for a county office of education to partner with the University of California, San Francisco Dyslexia Center to support the Multitudes screener for risk of reading difficulties, which is free to California public schools, and expand capacity for educator support for those schools using Multitudes.

- Teacher Preparation and Professional Development. The 2025-26 State Budget includes multiple investments intended to support teachers and improve access to the educator pipeline, including: (i) $300.0 million in one-time Proposition 98 general fund resources to establish the Student Teacher Stipend Program, which will provide $10,000 grants to teacher candidates completing the required student teaching hours beginning in the 2026-27 school year, and available through the 2028-29 school year, of which amount, $5.0 million is available to support a public outreach campaign and a grant management system to facilitate uptake and access to student teacher stipends, teacher residency funds, and national board certification dollars; (ii) $70.0 million in one-time Proposition 98 general fund resources to increase funding for high-quality teacher residency programs; and (iii) $30.0 million in one-time Proposition 98 general fund resources to extend the timeline of the existing National Board Certification Incentive Program to support National Board Certified teachers to teach in high poverty schools.

- State Preschool. To augment provider rates, the 2025-26 State Budget provides $19.3 million of Proposition 98 general fund resources and $10.2 million in non-Proposition 98 general fund resources for the California State Preschool Program to support cost of care. Additionally, within existing funding, the 2025-26 State Budget includes authority for the Department of Education to: (i) expand State Preschool Program provider contracts to increase enrollment of three-year-olds by 10%; (ii) fund prospective pay for State Preschool Program providers to ensure timely payment of State contract funding; and (iii) automate prospective pay for State Preschool Program providers.

Additional budgeted programs and adjustments for K 12 education set forth in the 2025-26 State Budget include the following:

- Learning Recovery Emergency Block Grant. The 2025-26 State Budget provides $378.6 million in one-time Proposition 98 general fund resources to support the Learning Recovery Emergency Block Grant, which supports LEAs in establishing learning recovery initiatives through the 2027-28 school year.

- Career Technical Education. The 2025-26 State Budget provides $150.0 million in one-time Proposition 98 general fund resources for career technical education and career pathways programming, subject to pending legislation.

- Universal School Meals Support Grant. The 2025-26 State Budget provides $145.0 million in one-time Proposition 98 general fund resources for specialized kitchen equipment, infrastructure, training, and procurement of sustainably grown food to support schools in providing more freshly prepared meals, $10.0 million in one-time Proposition 98 general fund resources to recruit and

retain school food service workers, and $5.0 million in one-time Proposition 98 general fund resources for a study of ultra-processed foods offered in California school meals.

LAO Analysis of the 2025-26 State Budget. The Legislative Analyst's Office (the "LAO"), a nonpartisan State office which provides fiscal and policy information and advice to the State legislature, released its report on the 2025-26 State Budget entitled "The 2025-26 Budget: Overview of the Spending Plan" on October 16, 2025 (the "2025-26 State Budget Analysis"). In the 2025-26 State Budget Analysis, the LAO assesses the budget shortfall that was addressed in the 2025-26 State Budget and analyzes the major proposals for K-14 education.

The LAO notes that the State addressed a budget shortfall for the third year in a row. The budget shortfall for the fiscal year 2025-26 of $15.0 billion was smaller compared to $55.0 billion in fiscal year 2024-25 and $27.0 billion in fiscal year 2023-24. Most of the reason that the State faces a budget problem is that the underlying costs of State services continue to outpace the State's revenue collections. However, about $4 billion of the budget problem results from new, discretionary General Fund spending in the budget package, as well as some budget actions adopted in a special session. The measures approved in the special session provided funding for (1) response and recovery costs related to the January 2025 Southern California wildfires and (2) activities to address federal government actions impacting the state.

The LAO notes that the 2025-26 State Budget uses various maneuvers to address the budget shortfall, including reserve withdrawals, spending reductions, revenue increases, and borrowing (for example, loaning money from other funds to the General Fund). The LAO indicates that the 2025-26 State Budget primarily relies on borrowing to close the gap, accounting for $10.0 billion and approximately two-thirds of the total solutions. After borrowing, spending-related solutions, including both reductions and fund shifts, total $5.0 billion and represent nearly all of the remaining one-third of the total solutions. Revenue-related solutions, totaling about $300.0 million, represent the small remainder. Note that while the State is also making a $7.1 billion withdrawal from the BSA in fiscal year 2025-26, the LAO does not treat this withdrawal as part of the 2025-26 State Budget because it was authorized in the 2024-25 State Budget.

As part of the borrowing, the LAO explains that a decrease of the Proposition 98 minimum guarantee will require the State to settle up using future revenues. The estimate for the Proposition 98 minimum guarantee is up nearly $4.7 billion from the June 2024 level, but the 2025-26 State Budget appropriates just over $2.7 billion in additional funding for that year. Funding schools and community colleges at this level—$1.9 billion below the estimate of minimum requirement—provides temporary savings but requires the State to settle up using future revenues. The State will finalize its calculation of this obligation in May 2026. The LAO notes that the borrowing in the 2025-26 State Budget increases the amount of outstanding borrowing the State used to address the budget shortfall by $10.0 billion, increasing the total outstanding budgetary borrowing from $12 .0 billion to $22.0 billion; the borrowing is similar to the measures used during the Great Recession.

The LAO estimates that, pursuant to the 2025-26 State Budget, the State would end the 2025-26 fiscal year with $15.7 billion in General Fund reserves, including $11.0 billion in the BSA and $4.5 billion in the SFEU. The LAO also estimates that the State would have room under the State appropriations limit in fiscal years 2023-24 through 2025-26. The LAO expects that revenues from the major tax sources would grow 10.0% from fiscal year 2023-24 to fiscal year 2024-25; however, the LAO projects that revenues from the major tax sources would decrease by 15.0% from fiscal year 2024-25 to fiscal year 2025-26.

The LAO explains that the 2025-26 State Budget provides $2.2 billion to cover a 2.30% cost-of-living adjustment for existing school and community college programs. For schools, the 2025-26 State Budget also provides an ongoing increase of $607 million for the Expanded Learning Opportunities

Program, funding before and after school activities and summer enrichment. This augmentation will increase the share of districts qualifying for the program's higher "tier 1" funding rate. For community colleges, the 2025-26 State Budget also provides $140.0 million to cover 2.35% enrollment growth across fiscal years 2024-25 and 2025-26.

The LAO notes that the 2025-26 State Budget provides $1.7 billion for the Student Support and Professional Development Discretionary Block Grant. Districts can use these funds for any local purpose, but trailer legislation encourages them to prioritize teacher training and professional development, teacher recruitment and retention, career pathways for high school students, and dual enrollment programs. The State will distribute funds on an equal per-pupil basis (about $312.0 per student). For community colleges, the 2025-26 State Budget provides $60.0 million for the Student Support Block Grant. Districts can use these funds for a range of student services, including basic needs (such as food, housing, and transportation), financial aid, counseling, and job placement activities. The State will allocate funds based on student headcount and the share of students qualifying for fee waivers or nonresident tuition exemptions, with a minimum grant of $150,000.0 per college in each district. In addition to these discretionary grants, the 2025-26 State Budget funds several smaller grants for schools related to learning recovery, teacher training and recruitment, school meals, and career technical education.

The LAO indicates that the 2025-26 State Budget reduces spending in fiscal year 2025-26 by deferring $2.3 billion in payments to fiscal year 2026-27. Of this amount, $1.9 billion pertains to schools. The State will implement the school deferral by shifting a portion of the June 2026 payment to July 2026. The law exempts districts and charter schools that can demonstrate the delay would make them unable to meet their financial obligations. The remaining $408.0 million in deferrals pertains to community colleges. The State will implement the community college deferral by moving payments from May and June 2026 to July 2026. The purpose of these deferrals is to free up funding for additional one-time and ongoing spending that would otherwise exceed the available Proposition 98 funding in fiscal year 2025-26.

The 2025-26 State Budget Analysis is available on the LAO website at www.lao.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.

Proposed 2026-27 State Budget. The proposed budget for fiscal year 2026-27 for the State ("Proposed 2026-27 State Budget") was released by the Governor on January 9, 2026. The Proposed 2026-27 State Budget forecast reflects general fund revenues that are higher, by more than $42 billion for the period from fiscal year 2024-25 through fiscal year 2026-27, than projected at the 2024-25 State Budget. The increase is driven by higher cash receipts, higher stock market levels, and an improved economic outlook. At the same time, constitutional funding requirements, the need for an adequate discretionary budget reserve, and higher program costs exceed the level of increased revenues, resulting in a projected shortfall of $2.9 billion. As a result, the Proposed 2026-27 State Budget focuses on the continued implementation of previous investments and does not include new significant spending proposals.

While the Proposed 2026-27 State Budget is balanced in fiscal year 2026-27, with a discretionary reserve of $4.5 billion, it projects a deficit of roughly $22 billion in fiscal year 2027-28 and shortfalls in the two years following. Over the last two fiscal years, the State has withdrawn approximately $12.2 billion from the BSA and suspended deposits into the BSA for fiscal years 2024-25 and 2025-26. Consistent with these actions, the Proposed 2026-27 State Budget suspends a $2.8 billion "true-up" deposit into the BSA in fiscal year 2025-26. However, the Proposed 2026-27 State Budget reflects a BSA deposit in fiscal year 2026-27 of approximately $3 billion and a minor "true-up" for fiscal year 2024-25. Accounting for these actions, the BSA balance in fiscal year 2026-27 is $14.4 billion, an increase compared to the 2025-26 State Budget level of $11.2 billion. In addition, the Proposed 2026-27 State Budget includes $4.5 billion in the

Special Fund for Economic Uncertainties and $4.1 billion in the Proposition 98 Rainy Day Fund, bringing the combined amount of reserves in fiscal year 2026-27 to roughly $23 billion.

The Proposed 2026-27 State Budget states that federal policy changes, including House of Representatives (H.R.) 1 of 2025 ("H.R. 1"), which included changes for Health and Human Services programs, are projected to result in costs of $1.4 billion general fund resources fiscal year 2026-27. Of this amount, $1.1 billion in additional costs are in Medi-Cal. In addition, H.R. 1 will add nearly $300 million in costs to CalFresh, the state's Supplemental Nutrition Assistance Program providing food purchase assistance for adequate nutrition to more than 3 million State households.

The Proposed 2026-27 State Budget proposes spending of $348.9 billion in total State funds, consisting of approximately $248.3 billion from the General Fund, $93.7 billion from special funds, and $6.9 billion from bond funds. The Proposed 2026-27 State Budget includes total funding of $149.1 billion ($88.7 billion General Fund and $60.4 billion other funds) for all TK-12 education programs. TK-12 per pupil funding totals $20,427 Proposition 98 general fund resources, a 74.6% increase over fiscal year 2018-19, and $27,418 per pupil when accounting for all funding sources, a 60.8% increase over fiscal year 2018-19. Both per pupil amounts are the highest level ever for California schools.

Certain budgeted programs and adjustments for K-12 education set forth in the Proposed 2026-27 State Budget include the following:

- California for All Kids. Over the last four years, investments associated with the California for All Kids plan have improved student academic achievement. Key improvements include: (1) Universal access to free Transitional Kindergarten (TK) for all four-year-olds. with increased access to the California State Preschool Program for two-, three-, and four-year-olds, TK reaching full implementation in 2025-26, with a total investment of $1.9 billion ongoing non-Proposition 98 general fund resources; (2) $4.1 billion one-time Proposition 98 general fund resources in community schools and achieved full deployment of planning and implementation grants to support nearly 2,500 schools in adopting the community schools model; (3) Before, After and Summer School Program reached full implementation in 2025-26 with an investment of $4.6 billion ongoing Proposition 98 general fund resources; (4) Universal School Meals Program reached full implementation in 2022-23, with a total investment of approximately $1.8 billion ongoing Proposition 98 general fund resources; (5) $4 billion combined Proposition 98 and non-Proposition 98 general fund resources for educator recruitment, retention, and training programs; (6) Increased funding for special education services; specifically, $2.2 billion increased ongoing Proposition 98 general fund resources since 2018-19 (a 68% increase); (7) Beginning with the 2021-22 State Budget, approximately $4.2 billion non-Proposition 98 general fund resources has been provided for the Children and Youth Behavioral Health Initiative; and (8) Implementation of the Golden State Literacy Plan, including screening for reading difficulties.

- Proposition 98. The Proposed 2026-27 State Budget reflects Proposition 98 funding levels of $123.8 billion in fiscal year 2024-25, $121.4 billion in fiscal year 2025-26, and $125.5 billion in fiscal year 2026-27, representing an increase of approximately $21.7 billion relative to the 2024-25 State Budget. At the beginning of the three-year budget window, the Proposition 98 Guarantee had an outstanding maintenance factor balance of $8.3 billion. At the 2024-25 State Budget, there was a projected mandatory maintenance factor payment of $5.5 billion in fiscal year 2024-25. Revised Proposition 98 factors have increased that payment amount in the Proposed 2026-27 State Budget to $7.8 billion. No other mandatory payments are projected in fiscal years 2025-26 or 2026-27, leaving a $584.6 million maintenance factor balance at the end of fiscal year 2026-27. The 2024-25 State Budget created $1.9 billion in settle-up in fiscal year 2024-25. The Proposed 2026-27 State Budget proposes to fully repay the settle-up balance in fiscal year 2024-25. Additionally,

the Proposed 2026-27 State Budget proposes creating $5.6 billion in settle-up in fiscal year 2025-26. This means that the funded level of the Guarantee in fiscal year 2025-26 is $115.9 billion, instead of the calculated amount of $121.4 billion. This is intended to mitigate the risk of potentially appropriating more resources to the Guarantee than are ultimately available in the final calculation for fiscal year 2025-26. The Guarantee continues to be in a Test 1 for fiscal years 2024-25, 2025-26, and 2026-27.

- Proposition 98 Rainy Day Fund. Adjustments in capital gains require an increased deposit of $3.8 billion in fiscal year 2024-25, eliminating the mandatory withdrawal in fiscal year 2025-26 and replacing it with a mandatory deposit of $424.3 million, and requiring a mandatory withdrawal of $407.1 million in fiscal year 2026-27. Additionally, the Proposed 2026-27 State Budget proposes a discretionary deposit of $240 million in fiscal year 2025-26, further increasing the Proposition 98 safety net. At the end of the three-year budget window, the total balance in the Proposition 98 Rainy Day Fund is $4.1 billion. There is a cap of 10% on school district reserves in fiscal years immediately succeeding those in which the balance in the Proposition 98 Rainy Day Fund is equal to or greater than 3% of the total TK-12 share of the Proposition 98 Guarantee. The balance in the Proposition 98 Rainy Day Fund triggers school district reserve caps in fiscal years 2025-26 and 2026-27.

- Local Control Funding Formula. The Proposed 2026-27 State Budget includes an LCFF cost-of-living adjustment of 2.41%. The cost-of-living adjustment, when combined with population growth adjustments, increases discretionary funding for local education agencies ("LEAs") by approximately $2 billion. Additionally, budgetary deferrals of $1.9 billion for TK-12 education are fully repaid in fiscal year 2026-27. The Proposed 2026-27 Budget also includes an ongoing increase of $30.7 million Proposition 98 General Fund to provide a 20% increase in LCFF funding for Necessary Small Schools, which is the funding formula for the smallest schools in the state.

- State Education Governance. The Proposed 2026-27 State Budget proposes to implement the 2002 "California's Master Plan for Education" recommendation to amend the Education Code to move oversight authority of the management of the California Department of Education and support of LEAs under the State Board of Education. The Proposed 2026-27 State Budget further proposes to provide the State Superintendent of Public Instruction the ability to strengthen coordination and alignment among the bodies setting policy from early childhood through postsecondary education.

- Community Schools. The Proposed 2026-27 State Budget proposes $1 billion ongoing Proposition 98 general fund resources to expand the community school model to more school sites that have large concentrations of students from low-income families, English learners, and youth in foster care. To date approximately 2,500 schools in California have received community schools grants through the California Community Schools Partnership Program; this new funding would provide ongoing resources for these grantees and expand access to the model to thousands of additional high-need schools.

- Special Education. In 2018-19, the prevalence of students in special education programs was 12.9% of all students; by 2024-25 the rate grew to 14.9%. Over that time, the number of students in special education increased by more than 70,000 students, while total enrollment decreased by more than 380,000. The Proposed 2026-27 State Budget proposes an increase of $509 million ongoing Proposition 98 general fund resources to increase special education base rates. This additional funding will allow for full equalization of special education rates across the state, meaning that all LEAs will now receive the same rate per pupil for state special education funding.

- Master Plan for Career Education: TK-12 Education. Building on prior Master Plan for Career Education investments, the Proposed 2026-27 State Budget proposes: (1) $100 million one-time Proposition 98 general fund resources to increase access to college and career pathways for high school students, including expanding access to dual enrollment and dual credit opportunities, and (2) including prioritizing creation and expansion of dual enrollment and pathways programs with funds allocated through the $2.8 billion Student Support and Discretionary Block Grant.

- Before, After and Summer School. The Proposed 2026-27 State Budget proposes $62.4 million ongoing Proposition 98 general fund resources to provide a guaranteed $1,800 per pupil for Tier 2 LEAs, stabilizing the existing variable Tier 2 rate. With this increase, total ongoing program funding is $4.7 billion Proposition 98 general fund resources.

- Teacher Preparation. The Proposed 2026-27 State Budget includes $250 million one-time Proposition 98 general fund resources to continue educator residency programs through 2029-30. California has invested $620 million in residency programs over the last five years; these funds will be fully awarded by the end of fiscal year 2025-26.

- Student Support and Professional Development Discretionary Block Grant. In addition to the 2.41% cost-of-living adjustment provided to the LCFF and many other TK-12 education programs, the Budget proposes $2.8 billion one-time Proposition 98 general fund resources for a discretionary block grant. These funds will provide LEAs with additional fiscal support to manage attendance and enrollment declines, including those caused by federal government immigration actions, and address rising costs. The funds will also support implementation of statewide priorities including: including: (1) professional development for teachers on the English Language Arts/English Language Development (ELA/ELD) Framework and the Literacy Roadmap, with a focus on strategies to support literacy for English learners; (2) professional development for teachers on the Mathematics Framework; (3) teacher recruitment and retention strategies; (4) professional development for TK teachers and site administrators on the principles and guidelines of developmentally appropriate TK instruction; and (5) career pathways and dual enrollment expansion efforts consistent with the Master Plan for Career Education.

- Charter School Accountability. The Proposed 2026-27 State Budget proposes new requirements for charter schools to ensure that public funds are properly utilized, address fraud and malfeasance, and improve accountability and oversight. It also provides for the use of verified data in the charter school renewal process until June 30, 2028.

- School Facilities. The recently approved Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2) authorizes a total of $8.5 billion in state General Obligation bonds for TK-12 schools to be allocated through the School Facility Program. These funds are allocated across several key areas: $4 billion for modernization projects, $3.3 billion for new construction, $600 million for charter schools, and $600 million for career technical education projects. The Budget continues to allocate $1.5 billion Proposition 2 bond funds to support school construction projects in fiscal year 2026-27, similar to amounts allocated in prior years.

Additional budgeted programs and adjustments for K-12 education set forth in the Proposed 2026-27 State Budget include the following:

- Learning Recovery Emergency Block Grant. The Proposed 2026-27 State Budget provides $757.3 million in one-time Proposition 98 general fund resources to support the Learning Recovery Emergency Block Grant, which supports LEAs in establishing learning recovery initiatives through

the 2027-28 school year. This investment is expected to be the final payment to this program, which has received multi-year investments totaling $7.2 billion in past budgets to support schools in learning recovery efforts related to the COVID-19 Pandemic.

- Home-to-School Transportation. The Proposed 2026-27 State Budget includes $322 million one-time and $239.2 million ongoing Proposition 98 general fund to reflect higher costs in the Home-to-School Transportation Program.

- Cost-of-Living Adjustments. The Proposed 2026-27 State Budget proposes $228.2 million ongoing Proposition 98 general fund resources to reflect a 2.41% COLA for specified categorical programs and the LCFF Equity Multiplier. The specified categorical programs include Special Education, Child Nutrition, State Preschool, Foster Youth Services Coordinating Program, Mandates Block Grant, Adults in Correctional Facilities Program, Charter School Facility Grant Program, American Indian Education Centers, and the American Indian Early Childhood Education Program.
- Kitchen Infrastructure and Training. The Proposed 2026-27 State Budget proposes $100 million one-time Proposition 98 general fund for specialized kitchen equipment, infrastructure, and training to support schools in providing more freshly prepared meals made with locally grown ingredients.
- Reading Difficulties Risk Screening. The Proposed 2026-27 State Budget proposes $40 million one-time Proposition 98 general fund resources to support continued implementation of student reading difficulties screenings.
- L.A. County School Wildfire Recovery. The Proposed 2026-27 State Budget proposes $22.9 million one-time Proposition 98 general fund resources to support LEAs that are continuing to recover from the January 2025 Los Angeles County wildfires.
- Universal and Targeted Assistance. The Proposed 2026-27 State Budget proposes $13.3 million additional ongoing Proposition 98 general fund resources, for a total of $131.9 million, for county offices of education to provide universal and targeted support to school districts and charter schools, including those eligible for differentiated assistance.
- Fiscal Crisis and Management Assistance Team (FCMAT). The Proposed 2026-27 State Budget proposes $994,000 in additional ongoing Proposition 98 general fund resources to support increased FCMAT workload.
- California School Information System (CSIS). $966,000 in additional ongoing Proposition 98 General Fund to support increased CSIS costs.
- Curriculum-Embedded Performance Tasks for Science. The Proposed 2026-27 State Budget proposes $890,000 ongoing Proposition 98 general fund resources to maintain performance task resources at the Los Angeles County Office of Education in support of inquiry-based science instruction and the state's Next Generation Science Standards.
- K-12 High Speed Network. The Proposed 2026-27 State Budget proposes $629,000 in additional ongoing Proposition 98 general fund resources to support the K-12 High Speed Network program.
- County Offices of Education LCFF. The Proposed 2026-27 State Budget proposes an ongoing decrease of $15.6 million Proposition 98 general fund resources to reflect ADA changes applicable to the county office of education LCFF, and a 2.41% COLA adjustment.
- School Nutrition Programs. The Proposed 2026-27 State Budget proposes an ongoing decrease of $67.9 million Proposition 98 general fund resources to support the Universal School Meals

program, reflecting a reduction in fiscal year 2025-26 estimates compared to the 2025-26 State Budget projections and an increase in meal reimbursement rates.

- Local Property Tax Adjustments. The Proposed 2026-27 State Budget proposes a decrease of $18 million Proposition 98 general fund resources for school districts and county offices of education in fiscal year 2025-26, and a decrease of $1.4 billion ongoing Proposition 98 general fund resources for school districts and county offices of education in fiscal year 2026-27, resulting from increased offsetting property taxes.
- Holocaust and Genocide Education Grant Program. Although no funding is included in the Proposed 2026-27 State Budget for this purpose, the Administration intends to propose up to $10 million one-time Proposition 98 general fund resources at the May Revision to provide grants to LEAs for instructional materials, professional development, and related costs to implement holocaust and genocide education pursuant to Chapter 761, Statutes of 2025 (SB 472). These proposed funds are contingent upon the inclusion of clean-up amendments to the statutory language, agreed to by both the Administration and Legislature.

LAO Analysis of the 20256-27 Proposed State Budget. The LAO released its report on the 2026-27 Proposed State Budget entitled "The 2026-27 Budget: Overview of the Governor's Budget" on January 12, 2026 (the " Proposed 2026-26 State Budget Analysis"). In the 2025-26 State Budget Analysis, the LAO assesses the budget shortfall that was addressed in the 2025-26 State Budget and analyzes the major proposals for K-14 education.

The Proposed 2026-26 State Budget Analysis is available on the LAO website at www.lao.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.

The State has not entered into any contractual commitment with the District, the County, the Underwriters nor the Owners of the Bonds to provide State budget information to the District or the Owners of the Bonds. Although they believe the State sources of information listed herein are reliable, none of the District, the Municipal Advisor or the Underwriters assume any responsibility for the accuracy of the State budget information set forth or referred to herein or incorporated by reference herein.

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. Certain actions could result in a significant shortfall of revenue and cash and could impair the State's ability to fund schools during the current fiscal year 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 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*. ("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. The District, however, does not expect any delays in payments from the State to adversely affect its ability to pay the principal of and interest on the Bonds described in the forepart of this Official Statement.

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 2024-25, approximately 66.71% of the District's General Fund revenues were disbursed pursuant to the LCFF. At the time of preparation of the Fiscal Year 2025-26 First Interim Report, the District budgeted approximately 67.60% of the District's fiscal year 2025-26 General Fund revenues to consist of funds determined under the LCFF. For fiscal years 2021-22 through 2023-24, LCFF revenues comprised a lower percentage of the District's total General Fund revenues as a result of increases in one-time federal funding for COVID-19 relief. 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 2021-22 through 2025-26.

TABLE A-2
LOS ANGELES UNIFIED SCHOOL DISTRICT
General Fund Revenue Sources
Percentage of Total District General Fund Revenues[1]
Fiscal Years 2021-22 through 2025-26

Revenue Source	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25[2]	Fiscal Year 2025-26[3]
LCFF	62.42%	55.99%	60.04%	66.71%	67.60%
Federal Revenues	19.13	19.57	18.91	7.67	7.68
Other State Revenues	18.08	22.77	15.85	19.26	20.21
Other Local Revenues	0.37	1.67	5.19	6.36	4.51

(1) Sum of percentages may not equal 100% due to rounding.
(2) Audited.
(3) Budgeted. For more information regarding State funding during fiscal year 2025-26 see "DISTRICT FINANCIAL INFORMATION – District Budget."
Sources: Audited Annual Financial Report for fiscal years 2021-22 through 2024-25; and Fiscal Year 2025-26 First Interim Report.

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. The Governor's State budget for fiscal year 2022-23 revised the LCFF calculation beginning with fiscal year 2022-23 to consider the greater of a school district's current fiscal year, prior fiscal year, or the average of three prior fiscal years' ADA. See "DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance." 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% 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, the "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 65% 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.

Starting with the 2023-24 fiscal year, an additional Equity Multiplier was added for LEAs who qualify by having both (1) a prior year nonstability rate of greater than 25% and (2) a prior year

socioeconomically disadvantaged pupil rate of greater than 70%. The nonstability rate refers to the percentage of students who do not complete the year due to factors like expulsion or other reason without stable subsequent enrollment at another school. The socioeconomically disadvantaged pupil rate refers to the percentage of students who (i) do not have a parent with a high school diploma, (ii) are eligible for free or reduced-price meals, (iii) are migratory, (iv) are homeless youth, (v) are foster youth or (vi) are enrolled in a county juvenile court school. Every year, the state will allocate $300 million to the qualifying LEAs on a per-unit basis based on the LEA's prior year adjusted cumulative enrollment, but each qualifying school will receive at least $50,000. The Equity Multiplier revenue must be used for evidence-based services and support for pupils.

The Base Grants are based on four uniform, grade-span base rates. For fiscal year 2025-26, the LCFF provided to school districts and charter schools: (a) a Base Grant for each LEA equivalent to $11,323 per ADA for transitional kindergarten/kindergarten through grade 3 (including the grade span adjustment); (b) a Base Grant for each LEA equivalent to $10,411 per ADA for grades 4 through 6; (c) a Base Grant for each LEA equivalent to $10,719 per ADA for grades 7 and 8; (d) a Base Grant for each LEA equivalent to $12,746 per ADA for grades 9 through 12 (including the grade span adjustment). The Base Grant amount for fiscal year 2025-26 includes a COLA of 2.30%. 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. Certain of the District's Affiliated Charter Schools, however, are entitled to the Economic Recovery Target funding and budget to receive approximately $1 million, collectively, in fiscal year 2025-26.

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 2025-26 First Interim Report budgets that approximately 85.94% of students attending non-charter schools of the District will be classified as Unduplicated Pupils under the LCFF during fiscal year 2025-26. 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 with grade span adjustments for fiscal years 2016-17 through 2025-26 under the LCFF.

TABLE A-3
LOS ANGELES UNIFIED SCHOOL DISTRICT
Adjusted Base Grant Per Average Daily Attendance
Fiscal Years 2016-17 through 2025-26

Fiscal Year	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12
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	8,503	7,818	8,050	9,572
2021-22	8,935	8,215	8,458	10,057
2022-23	10,119	9,304	9,580	11,391
2023-24	10,951	10,069	10,367	12,327
2024-25	11,068	10,177	10,478	12,460
2025-26	11,323	10,411	10,719	12,746

[(1)] LCFF was fully funded in fiscal year 2018-19.
Source: California Department of Education.

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 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 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.

Risks Affecting School District Revenue. Payments to the District under the LCFF, which allocates a Base Grant per unit of ADA with additional supplemental funding in the form of Supplemental Grants and Concentration Grants based on certain factors. Thus, a temporary shutdown of a school or an entire school district or other event resulting in reduced enrollment or attendance would reduce the ADA of a school district and could impact the funding a school district receives. For example, events like the outbreak of a highly contagious disease or epidemic disease could harm a school district's financial results or result in a temporary shutdown of the school district's facilities. Such an event could also have impacts on the State's tax and other revenue receipts which may, in turn, impact educational funding that school districts receive from the State. The outbreak of the respiratory disease caused by COVID-19 was declared a pandemic by the World Health Organization, a national emergency by the President and a state of emergency by the Governor. While State and federal one-time COVID-19 relief funding provided some immediate relief to school districts, including the District, during the COVID-19 pandemic, the District cannot predict whether similar legislation providing State and federal one-time relief funding would be enacted in the future in the event the outbreak of COVID-19 were to increase in intensity or a similar or other outbreak of a highly contagious disease or epidemic disease or other event resulting in reduced enrollment or attendance were to occur in the future.

In January 2025, multiple fires broke out across areas of the County burning thousands of acres and damaging or destroying thousands of structures. The three largest of said fires are the Hughes Fire, Eaton Fire, and Palisades Fires. The Hughes Fire burned approximately 10,400 acres, although no information is available on the number of structures that have been damaged or destroyed. The Eaton Fire burned approximately 14,000 acres and damaged or destroyed at least 10,000 structures. The Palisades Fire burned approximately 23,500 acres and damaged or destroyed at least 7,000 structures. Properties damaged or destroyed in the Palisades Fire are included within the boundaries of the District and represent a small percentage of the assessed value in the District. As a result of the fires, schools in the District were closed for 3 days and approximately 2,400 students were displaced. Three school campuses within District boundaries, Marquez Elementary School, Palisades Elementary School, and Palisades High School/Palisades Charter High School (Palisades Charter High School is a Fiscally Independent Charter School), were significantly damaged by the fires and remain closed. The District estimates that the costs of rebuilding the three damaged campuses will be approximately $600 million, and debris removal at the sites is nearly complete. The District expects to rebuild its damaged campuses, however, no assurances can be given that the District will rebuild any or all of its damaged facilities. The District is unable at this time to quantify the overall loss as a result of the fires.

The County Assessor's Office allows for the reassessment of properties that are damaged or destroyed as a result of misfortune or calamity, which includes wildfires. Property owners may submit an

application for the reassessment of the property within 12 months of the damage or destruction. Any such reassessment is retroactive to the date of damage or destruction. The District is unable at this time to quantify the loss in assessed value as a result of any such reassessment. The California Legislative Analyst's Office currently estimates a reduction of assessed value in the County, including impacted areas located within and outside of the boundaries of the District, to be between [$10 and $20 billion].

Additionally on January 16, 2025, the California Governor issued Executive Order 10-25 that (i) suspends until April 10, 2026, certain state tax laws that impose penalties, costs, and interest for late payment of property taxes due in calendar year 2025, and (ii) suspends certain additional state tax laws requiring the filing of various property tax statements. The orders apply to properties located in 9 zip codes that are included in the boundaries of the District. Additional executive orders have been issued to allow for a quicker redevelopment in fire-damaged areas. The District cannot predict the effect any executive orders will have on the timely collection of property taxes.

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. Fiscally Independent Charter Schools, however, 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, Concentration Grants and Equity Multiplier funds. See " – Local Control Funding Formula" herein. In fiscal year 2024-25, the District operated 51 Affiliated Charter Schools and oversaw 218 Fiscally Independent Charter Schools within the District boundaries. The fiscal year 2024-25 funded ADA of the Affiliated Charter Schools and the Fiscally Independent Charter Schools was 35,036 and 100,663 (unaudited), 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 Proposition 98 Rainy Day Fund 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 total General Fund expenditures and other financing uses. 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 District's reserve for economic uncertainties. Payments allocated to the Proposition 98 Rainy Day Fund by the State in fiscal years 2021-22 and 2022-23 triggered the limitations on school district reserves under the Education Code in fiscal years 2022-23 and 2023-24. The State's economic and revenue outlook, however, has changed. The 2024-25 State Budget provided for a discretionary payment of approximately $1.1 billion to the Proposition 98 Rainy Day Fund in fiscal year 2024-25 and the withdrawal of the entire $8.4 billion balance in the Proposition 98 Rainy Day Fund in fiscal year 2023-24, leaving a projected balance of $1.1 billion at the end of fiscal year 2025-26. The 2025-26 State Budget provides both a mandatory deposit into the Proposition 98 Rainy Day Fund in fiscal year 2024-25 of $455.0 million and a mandatory withdrawal of $455.0 million in fiscal year 2025-26, exhausting the remaining Proposition 98 Rainy Day Fund balance. School district reserve caps will not be triggered in fiscal year 2025-26. See "– State Budget Act."

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. 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. The District may, however, 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 (generally described as fund balances), the latter of which includes the District's reserve for economic uncertainties. Pursuant to the California Code of Regulations, school districts with an ADA of over 250,001 students, 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. 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 2025-26 First Interim Report, the District's Operating Reserves are expected to satisfy both the 5% Minimum Reserve Threshold and the 1% statutory reserve requirement for fiscal years 2025-26, 2026-27, and 2027-28. Unlike the 5% Minimum Reserve Threshold, the 1% statutory reserve requirement is based on the unrestricted and unassigned ending fund balance (including the reserve for economic uncertainties) only and does not take into account the restricted, committed, or assigned ending fund balances. See "– *First Interim Financial Report for Fiscal Year 2025-26*" herein.

Liability Management. Pursuant to the Budget and Finance Policy, the District has established a health and welfare reserve (the "Health and Welfare Benefits Fund"), and an other-post-employment benefits ("OPEB") trust (the "OPEB Trust Fund"). Annual appropriations are made to address other identified liabilities, such as pension, vacation, and retiree healthcare.

The District has transitioned certain liabilities and potential claims previously covered by District reserves and purchased lines of coverage over to a captive insurance company, designed to mitigate financial risks, enhance control over the insurance processes, potentially reduce costs, and tailor coverage to meet the District's specific needs. The Captive Insurer (as defined below) is a separate legal entity. See "Risk Management and Litigation – *Captive Insurance Program*." The Captive Insurer determines the reserves, liabilities, and insurance policy premiums charged to the District from actuarial information and other sources as needed. The Captive Insurer is liable for only certain losses and will record the liability on its books.

The liability for auto, general, and workers' compensation, prior to July 1, 2024, was based upon information from an independent actuary. Effective July 1, 2024, coverage and reserves with respect to automobile, general, sexual abuse and molestation, and workers' compensation liabilities was transferred to the Captive Insurer, with required reserves, liabilities and insurance policy premiums determined by the Captive Insurer and charged to the District using actuarial information. See "Risk Management and Litigation – *Captive Insurance Program*." The District is currently evaluating the following lines of coverage to be provided by the Captive Insurer: boiler and machinery; crime and fiduciary; property; cyber security; and medical malpractice.

For certain current claims for sexual abuse and molestation pending settlement, funds have been set aside or transferred to the Captive Insurer. Remaining sources of funds to resolve claims for sexual abuse and molestation are expected to include limited insurance including through the Risk Management Authority (as defined herein), amounts provided and available to the Captive Insurer, and other legally available funds, including obligations of the District such as the Bonds, whether made payable as due or by payments spread over several years for a period commencing with the judgment or court order approving a settlement with dismissal of the action. See "Risk Management and Litigation – Sexual Misconduct Cases" and "Future Financings – AB 218 and Similar Claims."

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, 2025, the net position of the Health and Welfare Benefits Fund was approximately $128.6 million. The Fiscal Year 2025-26 Budget includes contributions of $1.4 billion for the Health and Welfare Benefits Fund.

The District Board approved the creation of the OPEB Trust Fund in May 2014 as an irrevocable trust for its OPEB liability. 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 balance 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 to the OPEB Trust Fund. See "– Other Postemployment Benefits" herein. As of a June 30, 2025 measurement date, the net position of the OPEB Trust Fund was approximately $962.8 million.

Budgeting Practices. Since Fiscal Year 2022-23, the District has updated and implemented new budgeting practices to improve timeliness, accuracy and transparency. In Fiscal Year 2024-25, the District named these collective actions as "strategic budgeting." To support this effort, departments are now able to view daily updates of budget to actuals analysis for their respective departments, which facilitates effective and timely decision-making regarding opportunities for internal budget adjustments and/or reallocations that may be available for both labor and non-labor resources (this data is refreshed on a nightly basis). The District also implemented budget sweeps of positions that have been vacant for more than 180 days. In addition, to improve transparency of anticipated underspend in multi-year projections, the District refined its use of contracts (i.e. underspent projections) in budgeting to better reflect actual expenditures for current and future years. The District is also beta testing a budget transparency dashboard for public use to improve the communication of central office and school site budgetary information to external audiences; the first phase went live on July 1, 2025. In summary, the strategic budgeting process aims to align non-labor budgeting to need, eliminate aged vacancies, reassess budget needs with actual spend and enrollment trends, while improving transparency for both internal and external stakeholders.

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 3, 2025. 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 January 1, 2026, the maximum fiscal year COPs debt service was approximately 0.25% of the District's General Fund budgeted expenditures for Fiscal Year 2025-26. As of January 1, 2026, the District has outstanding COPs in the aggregate principal amount of approximately $206.2 million. (See " – District Debt – Certificates of Participation" for more information.). As of January 1, 2026, the maximum fiscal year COPs debt service, including the Judgment Obligation Bonds, Series 2025A (Federally Taxable), which are payable from the General Fund, is approximately 0.51% of the District's General Fund budgeted expenditures for Fiscal Year 2025-26. 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 variable interest rate exposure of approximately $30 million. The variable rate debt is associated with the District's judgment obligation notes which serve as an interim financing mechanism in connection with the District's refinancing of claims arising from AB 218 and similar claims. (See "- District Debt - Judgment Obligation Bonds" and "- Revolving Line of Credit" for more information).

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'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." With the concurrence of the County's Treasurer and Tax Collector, however, 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.

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, 2025." Note 1 to such audited financial statements sets forth significant accounting policies that the District follows. Simpson & Simpson Certified Public Accountants ("Simpson"), Los Angeles, California, served as independent auditor to the District for its audited financial statements for fiscal year 2024-25. Simpson has not been requested to consent to the use or to the inclusion of its reports in this Official Statement, and it has not audited or reviewed this Official Statement. The District's audited financial statements for the fiscal year ended June 30, 2025, are included as Appendix B to this Official Statement. The complete audited financial statements of the District, including the notes thereto, are an integral part of this Official Statement.

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. During the last five years, the District timely filed its audited financial reports with the State Controller's Office, the CDE, and LACOE pursuant to the Education Code and any applicable legislation amending the filing deadline thereof by the respective deadlines therefor.

The audited financial statements for fiscal year 2024-25 include certain audit findings and questioned costs. With respect to the audited financial statements for fiscal year 2024-25, Simpson identified 13 audit findings and questioned costs totaling approximately $47.8 million. For detailed information regarding such findings and questioned costs, see Appendix B. Notably, in fiscal year 2024-25 – like the four previous fiscal years – the District did not meet the minimum threshold of General Fund spending on classroom teacher salaries and benefits in accordance with Education Code Section 41372. Under Education Code Section 41372, a unified school district, like the District, is required to spend a

minimum of 55% of its General Fund resources on classroom salaries and benefits. In fiscal year 2024-25, the District spent approximately 54.5% of its General Fund resources on classroom salaries and benefits, which is approximately 0.5% or $44.3 million below such minimum threshold set forth in the Education Code. The District has implemented a process aligned with parameters provided by the California Department of Education that includes manual adjustments to the calculation for programs that are not intended for classroom expenditures, resulting in an improved expense ratio from 47% in fiscal year 2023-24 to 54.5% in fiscal year 2024-25.

Such discrepancy is a lingering result of the COVID-19 pandemic that caused the District to spend significant General Fund revenues on COVID-19 related expenses that were non-classroom teacher salaries and benefits. In each of fiscal year 2020-21 through fiscal year 2023-24, the District Board approved the submission of a waiver request to the County Superintendent, and each was approved. The District is considering the submission of a waiver request for this requirements for fiscal year 2024-25 to the County Superintendent.

In addition, the audited financial statements for fiscal year 2024-25 included $2.1 million of questioned costs for Home-to-School Transportation. Employee time related to indirect costs was incorrectly charged to the Home-to-School Transportation program. The District will strengthen controls over time reporting, approvals, and cost allocations to ensure compliance going forward.

An additional finding of note in the audited financial statements for fiscal year 2024-25 related to proper documentation of Proposition 28 – Arts & Music expenditures. The District lacked supporting documentation for work performed by employees, or the documentation was inadequate. The District will strengthen its controls over documentation of these expenditures.

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.org**. 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.

Audited Financial Report

Fiscal Year 2024-25 Annual Comprehensive Financial Report. The District's fiscal year 2024-25 Annual Comprehensive Financial Report (the "Fiscal Year 2024-25 Audit") has been submitted to the District. The Fiscal Year 2024-25 Audit reflects the District's audited financial results for fiscal year 2024-25. The Fiscal Year 2024-25 Audit reflects a General Fund adjusted beginning balance of approximately $6.42 billion, total revenues of $9.68 billion, total expenditures of $11.12 billion, other financing sources and uses of $112.6 million, and an ending balance of $5.09 billion. The Fiscal Year 2024-25 Audit indicates that the General Fund ending balance of approximately $5.09 billion consists of approximately $710.57 million for the mandatory reserve for economic uncertainties, $50.88 million of non-spendable revolving cash, stores, and prepaid expenditures, $889.6 billion of restricted ending balances, no committed ending balances, $1.374 billion of assigned ending balances and $2.068 billion of unassigned and unappropriated ending balances. In fiscal year 2024-25, the District was able to meet its financial commitments and its 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.

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 of 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.

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. In the last ten years, however, LACOE has not disapproved any budget submitted to it by the District. The District's adopted budget for fiscal year 2025-26 (the "Fiscal Year 2025-26 Budget") projects a negative ending General Fund balance in fiscal year 2027-28. In order to address the deficit spending, and as recommended by LACOE, the District approved a Fiscal Stabilization Plan (defined below) on June 17, 2025, which provides for expenditure reduction strategies beginning after Fiscal Year 2025-26. The District, however, cannot guarantee whether its Fiscal Year 2026-27 Budget nor any future budgets will be approved by LACOE. See "*Fiscal Year 2025-26 Budget,*" "*LACOE's Response to Fiscal Year 2025-26 Budget*" and "*Fiscal Stabilization Plans*" 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. The county superintendent of schools, however, 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 Plans. When needed, LACOE and the District partner to implement actions necessary to stabilize and improve the financial condition of the District.

The District currently has a structural deficit whereby in-year expenditures exceed in-year revenues. As revenues have continued to decrease, expenditures have not been reduced proportionately. The Fiscal Year 2025-26 Budget includes continued deficit spending, and includes a projected deficit of $1.6 billion for Fiscal Year 2027-28 of operating funds, which indicates a lack of going concern. On April 15, 2025, LACOE recommended that the District address its deficit spending through the submission of a Fiscal Stabilization Plan. In light of the Fiscal Year 2025-26 Budget negative projections for Fiscal Year 2027-28, and as recommended by LACOE, the District adopted a Fiscal Stabilization Plan on June 17, 2025 (the "Fiscal Stabilization Plan"). The Fiscal Year 2025-26 Budget did not reflect the Fiscal Stabilization Plan but the Fiscal Stabilization Plan with certain revisions is included in the Fiscal Year 2025-26 First Interim Report. See " -Table A-11b" below.

To address the $1.6 billion deficit projected in Fiscal Year 2027-28, the Fiscal Stabilization Plan provides for expenditure reduction strategies beginning in Fiscal Year 2026-27 and continues through Fiscal Year 2027-28 to achieve fiscal balance through Fiscal Year 2027-28. The Fiscal Stabilization Plan must identify specific expenditure reductions and/or revenue enhancements; as such, it includes changes to unrestricted General Fund expenditures, including reductions to Fund 17 Special Reserve Fund for other than Capital Outlay Projects, reassessing school carryover policies by need for Fiscal Year 2026-27, targeted funding allocation reductions in Fiscal Year 2026-27, reduction of unfunded positions in Fiscal Year 2026-27, consolidation of the District's footprint (campuses and programs) and evaluation of academic return on investment, reassessing effectiveness of earmarked, unspent investments, strategic closure of vacant school positions annually in February (except General Fund restricted positions), bringing students closer to their school of residence, and reduction in central operations (non-school-based reductions). See Table A-11b below, for multi-year General Fund projections for Fiscal Year 2025-26 through 2027-28 pursuant to the Fiscal Year 2025-26 First Interim Report which incorporates revisions to the Fiscal Stabilization Plan.

In the event that the District's financial condition were to change in future fiscal years, LACOE may require the District to implement an alternate fiscal stabilization plan to stabilize and improve the financial condition of the District. Additionally, the Board of Education may make future changes to the Fiscal Stabilization Plan.

Fiscal Year 2025-26 Budget. The Fiscal Year 2025-26 Budget was adopted by the District Board on June 24, 2025. The Fiscal Year 2025-26 Budget was developed with the assumptions contained in the

Governor's May revision to the proposed fiscal year 2024-25 State Budget. The Fiscal Year 2025-26 Budget projects a General Fund beginning balance of approximately $4.27 billion, total budgeted revenues of $9.34 billion, total budgeted expenditures of $11.48 billion, budgeted other financing sources and uses of positive $18.82 million, and a budgeted ending balance of $2.15 billion. The Fiscal Year 2025-26 Budget projects that its budgeted General Fund ending balance of $2.15 billion is expected to consist of approximately $115.2 million for the mandatory reserve for economic uncertainties, $49.47 million of non-spendable revolving cash, stores, and prepaid expenditures, $78.64 million of restricted ending balances, $46.11 million of committed ending balances, $413.01 million of assigned ending balances, and $1.45 billion of undesignated and unassigned ending balances.

The Fiscal Year 2025-26 Budget includes certain assumptions and policies, including:

- a COLA of 2.30% for the LCFF, Special Education and selected categorical programs outside of LCFF;

- a net enrollment decline of 6,491 to 396,070 in fiscal year 2025-26 from 402,561 in fiscal year 2024-25 for non-charter and Affiliated Charter Schools and a Fiscally Independent Charter School enrollment decline of 1,126 to 107,437 in fiscal year 2025-26 from 108,563 in fiscal year 2024-25;

- LCFF-funded ADA of 338,657.80 for non-charter schools, which is based on the average of 3 prior years' ADA, and 35,068.29 for Affiliated Charter Schools, which is based on projected fiscal year 2025-26 P-2 ADA; the percentage of ADA to enrollment is 92%;

- State Special Education funding reflects increased base rate to $918 per ADA;

- estimated unduplicated pupil count and three-year rolling average unduplicated pupil percentage of 309,661 and 85.95%, respectively, for non-charter schools (including County Program students) and 18,715 and 50.46%, respectively, on average for Affiliated Charter Schools;

- an LCFF allocation of $764.2 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 $1,504.4 million;

- lottery unrestricted rate per ADA is estimated at $191 per ADA and restricted rate per ADA is estimated at $82 per ADA;

- receipt of approximately $468.3 million from the ELOP in fiscal year 2025-26;

- receipt of approximately $71.9 million from Arts and Music in Schools and LCFF Equity Multiplier of $33.0 million;

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

- a contribution to the OPEB Trust Fund of $122.6 million from all funds of the District for fiscal year 2025-26; and additional OPEB contribution of $213.1 million is included to meet the annual required contribution[1];

- a contribution rate for CalSTRS (defined herein) of 19.10%;

- a decrease of 0.24% from the prior year of CalPERS (defined herein) employer contribution rate to 26.81% in fiscal year 2025-26 from 27.05% in fiscal year 2024-25;

- using $612.3 million of ELOP funds comprised of $143.9 million carried over from fiscal year 2024-25 and $468.3 million of new funds received for fiscal year 2025-26.

- using $243.2 million of Arts, Music and Instructional Materials Discretionary Block Grant carried over from 2024-25.

- a California consumer price index of 3.42% on other operating expenditures, except utilities which are projected to remain the same from the prior fiscal year;

- ongoing and major maintenance resources totaling $336.3 million, reflecting approximately 3% of budgeted General Fund expenditures and other financing uses, excluding CalSTRS on behalf payments made by the State;

- a contribution from all funds of $102.0 million to the Workers' Compensation Fund and inclusion of total Workers' Compensation actuarially determined funded liability of $399.1 million;

- inclusion of bond measure, debt service, COP proceeds funds, and other financing sources/uses;

- a reserve for economic uncertainties totaling $115.2 million, reflecting the statutory 1% budgeted expenditure requirement and other financing uses;

- inclusion of beginning balances in the General Fund and other funds for fiscal year 2025-26, reflecting the updated estimated actual ending balance as of June 30, 2025;

- estimated ending balances for the General Fund and other funds for fiscal year 2025-26, which reflect the difference between estimated revenue and expenditure levels for fiscal year 2025-26;

- adherence to the 10% cap on reserves (combined assigned and unassigned balances);

- authority to transfer amounts, as necessary, to implement technical adjustments related to the Fiscal Year 2025-26 Budget;

- authority to implement new revenues for fiscal year 2025-26, if any, and increase budgeted appropriations accordingly;

- a transfer from the Community Redevelopment Agency Fund of $30 million to repay the General Fund initially allocated for ongoing and major maintenance resources; and

[1] The additional OPEB contribution for Fiscal Year 2025-26 of $213.1 million has been reduced to $20 million as reflected in the District's First Interim Report for 2025-26.

- A transfer from the Special Reserve Fund-Other than Capital Outlay of $17.3 million to fund General Fund operating expenses.

LACOE's Response to Fiscal Year 2025-26 Budget. In its letter dated September 9, 2025, LACOE approved the Fiscal Year 2025-26 Budget. LACOE noted that, as adopted, the District's 2025-26 Budget reflected annual operating deficits of the Unrestricted General Fund projected expenditures and other outgo. LACOE also indicated that the Unrestricted General Fund was projected to decrease from a beginning balance of $3,402.90 million in fiscal year 2025-26, to a negative ending balance of $913.59 million by fiscal year 2027-28, a decline of approximately $4,316.49 million, or 126.85% over three years. Additionally, LACOE noted that for fiscal year 2027-28, the General Fund ending fund balance reflects a negative balance of $913.59 million, with projected reserves not meeting the District's minimum reserve level required by the State Criteria and Standards. However, LACOE pointed out that as a result of the Fiscal Stabilization Plan, the District has restored a positive General Fund ending balance in 2027-28 and projects that reserves will meet the District's minimum required reserves in each year. However, the Unrestricted General Fund is still projected to decrease from a beginning balance of $3,402.90 million in fiscal year 2025-26, to an ending balance of $686.41 million by fiscal year 2027-28, a decline of approximately $2,716.49 million, or 79.83%, over three years. LACOE remains concerned about the District's projected trend of deficit spending and its impact on the District's fiscal stability, and requested that the District address its ongoing structural deficit by submitting an updated Fiscal Stabilization Report with its Fiscal Year 2025-26 First Interim Report. Additionally, LACOE foresees continued declines in enrollment and attendance as resulting in a loss of revenue for the District in future years and recommended that the District carefully monitor its enrollment and attendance trends and adjust financial projections for the current and subsequent fiscal years accordingly to reflect the resulting impact. See also "DISTRICT GENERAL INFORMATION – Enrollment and Average Daily Attendance," for more information regarding the District's declining enrollment.

District General Fund Budgets and Audited Actuals. The following Table A-11a sets forth the District's Adopted Budgets for the District General Fund, inclusive of regular and specially funded programs, for fiscal years 2021-22 through 2025-26, and the audited results for fiscal years 2021-22 through 2024-25. 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-11a
LOS ANGELES UNIFIED SCHOOL DISTRICT
GENERAL FUND BUDGET FOR FISCAL YEARS 2021-22 THROUGH 2025-26
AUDITED ACTUALS FOR FISCAL YEARS 2021-22 THROUGH 2024-25[1][2]
($ IN MILLIONS)

	Adopted Budget 2021-22	Audited Actuals 2021-22	Adopted Budget 2022-23	Audited Actuals 2022-23	Adopted Budget 2023-24	Audited Actuals 2023-24	Adopted Budget 2024-25[3]	Audited Actuals 2024-25	Adopted Budget 2025-26
Beginning Balance	$ 2,714.4	$ 2,855.3	$ 3,567.6	$ 3,328.3	$ 5,179.3	$ 5,708.3	$ 6,356.9	$ 6,421.9	,$, 4,273.2
Revenue									
State Apportionment	$ 4,357.5	$ 4,487.2	$ 4,573.8	$ 4,844.3	$ 5,080.1	$ 4,963.7	$ 4,725.7	$4,644.5	$4,652.4
Property Taxes	1,466.2	1,551.0	1,511.6	1,749.9	1,658.2	1,771.8	1,721.6	1,811.3	1,783.0
Total LCFF	$ 5,823.7	$ 6,038.2	$ 6,085.4	$ 6,594.2	$ 6,738.3	$ 6,735.5	$ 6,447.3	$ 6,455.8	$ 6,435.4
Federal	4,446.0	1,850.5	2,823.3	2,304.2	1,840.5	2,121.5	862.8	741.9	843.8
Other State	1,374.3	1,748.8	1,717.9	2,681.9	1,678.0	1,778.4	1,694.7	1,864.2	1,726.1
Other Local	132.5	35.5	168.1	196.2	274.2	582.3	402.5	615.2	331.6
Total Revenue	$ 11,776.5	$ 9,672.9	$ 10,794.7	$ 11,776.5	$ 10,531.0	$ 11,217.6	$ 9,407.3	$9,677.1	$ 9,336.9
Total Beginning Balance and Revenue	$ 14,490.9	$ 12,528.2	$ 14,362.3	$ 15,104.8	$ 15,710.3	$ 16,925.9	$ 15,764.3	$16,099.0	$ 13,610.1
Expenditures									
Certificated Salaries	$ 3,411.4	$ 3,379.8	$ 3,772.5	$ 3,474.9	$ 3,730.4	$ 3,877.7	$ 4,185.7	$ 4,088.5	$ 4,019.0
Classified Salaries	1,107.2	1,257.2	1,260.8	1,346.1	1,434.0	1,516.3	1,574.1	1,620.3	1,545.7
Employee Benefits	2,437.6	2,370.1	2,798.4	2,592.9	2,820.2	2,919.8	3,069.8	3,154.2	3,260.4
Books and Supplies	1,638.0	479.4	2,793.8	670.5	1,893.1	602.8	1,196.8	460.3	1,474.3
Other Operating Expenses	1,076.5	1,726.4	1,045.9	1,272.1	1,718.5	1,506.1	1,069.3	1,646.2	1,155.4
Capital Outlay	54.3	94.9	17.9	111.1	53.6	113.1	104.3	148.0	62.8
Debt Service	0.3	5.7	0.1	22.4	4.8	26.8	-	33.4	-
Other Outgo	7.7	5.5	5.3	6.9	5.8	7.1	6.9	7.4	7.7
Transfers of Indirect Cost	(31.6)	(24.9)	(30.4)	(24.0)	(20.0)	(20.1)	(43.4)	(39.3)	(49.0)
Total Expenditures	$ 9,701.5	$ 9,294.1	$11,664.3	$ 9,472.9	$11,640.2	$10,549.6	$11,163.5	$11,119.0	$11,476.3
Excess (Deficiency) of Revenue Over (Under) Expenditures	$ 2,075.0	$ 378.9	$ (869.6)	$2,303.6	$(1,109.2)	$ 668.0	$(1,756.2)	$ (1,441.9)	$ (2,139.4)
Total Other Financing Sources (Uses)	$ (25.1)	$ 94.2	$ 4.6	$ 76.3	$ 2.8	$ 45.6	$ (20.2)	$ 112.7	$ 18.8
Change in Fund Balance	$ 2,049.9	$ 473.0	$ (865.0)	$2,379.9	$(1,106.4)	$ 713.6	$(1,776.4)	$(1,329.3)	$ (2,120.6)
Ending Balance	$ 4,764.3	$ 3,328.3	$2,702.6	$5,708.2	$ 4,072.9	$ 6,421.9	$ 4,580.5	$5,092.7	$ 2,152.6

Source: Los Angeles Unified School District. (continued on next page).

TABLE A-11a (CONT.)
LOS ANGELES UNIFIED SCHOOL DISTRICT
General Fund Budget for Fiscal Years 2021-22 through 2025-26
Audited Actuals for Fiscal Years 2021-22 through 2024-25[(1)(2)(3)]
(Continued)
($ in millions)

Fund Balance									
Nonspendable	$ 37.7	$ 48.0	$ 46.6	$ 47.5	$ 43.0	$ 49.8	$ 48.0	$ 50.9	$ 49.5
Restricted	2,731.6	544.3	208.6	1,843.0	1,258.0	1,794.5	1,672.6	889.6	78.6
Committed	--	--	1,491.3	2,920.9	1,972.8	2,972.0	1,796.9	--	46.1
Assigned	592.1	1,596.0	351.6	510.9	451.9	491.5	726.1	1,373.6	413.0
Reserved for Economic Uncertainties	97.7	199.9	234.1	238.8	233.5	244.9	112.2	710.6	115.2
Undesignated/Unassigned	1,305.3	940.2	370.4	147.1	113.7	869.0	224.8	2,068.0	1,450.1

(1) Totals may not equal sum of component parts due to rounding.
(2) Includes the Regular Program and the Specially-Funded Programs.
(3) For information regarding labor agreements not reflected in Fiscal Year 2025-26 Budget, see "– Employees and Labor Relations – *Negotiations Regarding Labor Contracts*" below.

Sources: Los Angeles Unified School District's Adopted Budgets for fiscal years 2021-22 through 2025-26; Audited Annual Financial Report for fiscal years 2021-22 through 2024-25.

The following Table A-11b illustrates the District's multi-year General Fund projections for Fiscal Years 2025-26 through 2027-28 pursuant to the First Interim Report which incorporates the Fiscal Stabilization Plan with revisions.

TABLE A-11b
LOS ANGELES UNIFIED SCHOOL DISTRICT
FIRST INTERIM REPORT
GENERAL FUND MULTI-YEAR PROJECTIONS
FISCAL YEARS 2025-26 THROUGH 2027-28
($ IN MILLIONS)[1]

	2025-26	2026-27	2027-28
Revenue and Other Financing Sources			
Total LCFF	$6,431.90	$6,499.40	$6,550.44
Federal	731.03	771.47	759.30
Other State	1,922.84	1,750.52	1,749.07
Other Local	428.76	286.45	273.26
Transfers In	57.86	116.67	527.63
Other Sources	326.58	0.10	0.10
Total Revenues with FSP Changes	9,898.98	9,424.51	9,859.70
Expenditures			
Certificated Salaries	3,994.01	3,927.71	3,879.98
Classified Salaries	1,581.02	1,481.03	1,480.79
Employee Benefits	3,265.52	3,353.54	3,396.73
Books and Supplies	692.33	909.69	796.18
Services and Other Operating Expenses	1,406.85	1,188.30	1,205.65
Capital Outlay	63.40	68.98	79.24
Other Outgo (excluding transfers of indirect costs)	9.67	7.65	7.65
Other Outgo – transfers of indirect costs	(46.93)	(51.82)	(31.98)
Transfers Out	317.58	64.19	77.48
Other Adjustments[2]	--	(310.00)	(520.00)
Total Expenditures with FSP Changes	11,283.45	10,639.09	10,371.73
Net Increase (Decrease) in Fund Balance	(1,384.46)	(1,214.57)	(512.03)
Net Beginning Fund Balance	4,457.86	3,073.40	1,858.82
Ending Fund Balance	$3,073.40	$1,858.82	$1,346.79
Components of Ending Fund Balance			
Nonspendable	50.67	50.67	50.67
Restricted	479.31	141.56	72.36
Committed			
Stabilization Arrangements	--	--	--
Other Commitments	46.11	46.11	46.11
Assigned	933.34	799.18	1,064.26
Unassigned/Unappropriated			
Reserve for Economic Uncertainties	117.05	106.50	103.82
Unassigned/Unappropriated	1,446.91	714.80	9.57

[1] Totals may not add due to rounding.

[2] Other Adjustments include fiscal strategies that reflect the District's commitments to meet the needs of students across the District while mitigating the impacts of fewer students and rising costs. Reductions included are in the Students Equity Needs Index, unfunded positions, special education transportation, and the central office as well as school consolidation.

Source: First Interim Report for Fiscal Year 2025-26.

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 audited results for fiscal years 2004-05 through 2024-25.

TABLE A-12
LOS ANGELES UNIFIED SCHOOL DISTRICT
Historical Review of District General Fund Audited Revenues and Expenditures for Fiscal Years 2004-05 through 2024-25
($ in millions)

Fiscal Year	Total Revenues[1]	Total Expenditures[2]	Difference
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	7,613.72	7,781.09	(167.37)
2020-21[3]	9,010.00	8,204.19	805.82
2021-22[3]	9,781.49	9,308.46	473.03
2022-23[3]	11,868.39	9,488.47	2,379.92
2023-24[3]	11,288.37	10,574.69	713.68
2024-25[3]	9,677.11	11,119.05	(1,441.94)

[1] Includes Other Financing Sources.
[2] Includes Other Financing Uses.
[3] Increases due to revenues and expenditures related to COVID-19.
Sources: Audited Annual Financial Report for fiscal years 2004-05 through 2024-25.

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 fiscal years, the District has received a qualified certification for its first interim report for fiscal year 2021-22.

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. The county superintendent of schools, however, 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.

First Interim Financial Report for Fiscal Year 2025-26. The District submitted the Fiscal Year 2025-26 First Interim Report to LACOE with a positive certification. Based on the 2025-26 First Interim Report, the District expects to meet its financial commitments and satisfy the 5% Minimum Reserve Threshold and the 1% statutory reserve requirement for fiscal years 2025-26, 2026-27 and 2027-28. The 2025-26 First Interim Report provides that the District continues to be challenged with deficit spending wherein expenditures are greater than projected revenues.

The 2025-26 First Interim Report projects a General Fund ending balance of approximately $3.07 billion for fiscal year 2025-26, consisting of a projected unrestricted General Fund ending balance of approximately $2.594 billion and a projected restricted General Fund ending balance of $479.374 million for fiscal year 2025-26. The projected Fiscal Year 2025-26 unrestricted General Fund ending balance consists of non-spendable, other commitments, assigned, unassigned reserve for economic uncertainties and unassigned/unappropriated components in the amounts of approximately $50.60 million, $46.11 million, $933.34 million, $117.05 million and $1.45 billion, respectively.

The District revises its projections of revenues, expenditures, and ending fund balances contained in the Fiscal Year 2025-26 Budget as more financial data becomes available throughout the fiscal year. The Fiscal Year 2025-26 Budget reflected the District's budget for fiscal year 2025-26 and also reflected multi-year projections through fiscal year 2027-28. The projections for fiscal year 2027-28 contained in the Fiscal Year 2025-26 Budget reflected a negative General Fund balance. In order to address this issue, the District adopted its Fiscal Stabilization Plan on June 17, 2025. See "District Budget – *Fiscal Stabilization Plans*." The District further revised the Fiscal Stabilization Plan in its Fiscal Year 2025-26 First Interim Report which reflects a General Fund balance in Fiscal Year 2027-28 of $1.35 billion.

The achievement of certain results or other expectations contained in the Fiscal Year 2025-26 Budget involves known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described therein to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All projections, forecasts, assumptions, expressions of opinions, estimates, and other forward-looking statements contained in the Fiscal Year 2025-26 First Interim Report are expressly qualified in their entirety by the foregoing and the other cautionary statements.

The following Table A-13 sets forth budgeted revenues and expenditures as reported in the Fiscal Year 2025-26 Budget and the Fiscal Year 2025-26 First Interim Report.

TABLE A-13
LOS ANGELES UNIFIED SCHOOL DISTRICT
District General Fund Summary of Budgeted Fund Balances, Revenues and Expenditures
Fiscal Year 2025-26
($ in millions)[1]

	Fiscal Year 2025-26 Adopted Budget	Fiscal Year 2025-26 First Interim Report[2]
Beginning Balance	$ 4,273.17	$ 4,457.86
Revenues	9,336.87	9,514.55
Expenditures	11,476.28	10,965.87
Excess (Deficiency) of Revenues Over Expenditures Before Other Financing Sources and Uses	(2,139.41)	(1,451.32)
Other Financings Sources/Uses	18.82	66.86
Ending Balance	$ 2,152.58	$ 3,073.40

(1) Totals may not add due to rounding.
(2) Does not include audit adjustments.
Sources: Los Angeles Unified School District Fiscal Year 2025-26 Final Adopted Budget; Fiscal Year 2025-26 First Interim Report.

[UPDATE ONCE RESPONSE TO FIRST INTERIM IS AVAILABLE] LACOE's Review of Fiscal Year 2025-26 First Interim Report. In its January 2025 letter to the District, LACOE _____.

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-14 sets forth the number of members of each bargaining unit as of October 7, 2025, and the expiration dates of the existing or successor labor agreements with each of the District's employee bargaining units.

TABLE A-14
LOS ANGELES UNIFIED SCHOOL DISTRICT
Employee Bargaining Units and Contract Expiration Dates
As of October 7, 2025[(1)][(2)]

Employee Bargaining Unit	Members	Contract Expiration Date (June 30)
Associated Administrators of Los Angeles ("AALA") (Certificated)	2,539	2025
Unit A (School Police)	265	2025
Unit B (Instructional Aides)	14,894	2024
Unit C (Operations – Support Services)	7,958	2024
Unit D (Office – Technical and Business Services)	4,369	2026
Unit E (Skilled Crafts)	1,439	2025
Unit F (Teacher Assistants)	1,092	2024
Unit G (Playground Aides)	6,121	2024
Unit H (Sergeants and Lieutenants)	54	2025
Unit J (Classified Management)	466	2025
Unit S (Classified Supervisors)	3,302	2024
United Teachers Los Angeles	36,784	2025
District Represented Employees[(1)]	553	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 or employees in positions not yet assigned to a union.
(2) Each bargaining unit with an expired contract is operating under the terms of the expired contract until a new contract is negotiated and agreed upon.
Source: Los Angeles Unified School District Office of Labor Relations.

Negotiations Regarding Labor Contracts. The United Teachers Los Angeles ("UTLA") and the District reached a three-year agreement for fiscal years 2022-23 through 2024-25 (the "UTLA Agreement"). For fiscal year 2022-23, the UTLA Agreement provides for a 3% on schedule retroactive wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2022, and a 4% on schedule retroactive wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2023. For fiscal year 2023-24, the UTLA Agreement provides for a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2023, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2024. For fiscal year 2024-25, the UTLA Agreement provides for a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2024, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2025. In addition, the UTLA Agreement (a) provides for certain on schedule salary increases for certain employee groups, including special and early education teachers, nurses and table employees, (b) provides for academic class size reduction in certain schools, (c) for adjustments in staffing ratios for counselors, pupil services and attendance counselors (PSA) and psychiatric social

workers (PSW), (d) provides for additional funding for certain community schools, (e) for additional community school coach positions, and (f) includes differential pay increases for certain positions and programs. There are no reopeners provided for in the UTLA Agreement. The financial impacts of the UTLA Agreement are incorporated as expenditures in the Fiscal Year 2024-25 Budget. UTLA and the District commenced successor negotiations on February 18, 2025 for a three-year agreement for fiscal years 2025-26 through 2027-28. UTLA declared impasse in these negotiations on December 3, 2025, with the parties set to begin Public Employment Relations Board assisted mediation. Through mediation, the collective bargaining process remains ongoing. Any financial impacts of a successor contract will be incorporated into future budget projections once the collective bargaining cycle has concluded and a successor agreement has been adopted.

SEIU Local 99 (Units B, C, F and G) and the District reached a one-year agreement for fiscal year 2020-21, and a three-year agreement for fiscal years 2021-22 through 2023-24 (collectively, the "SEIU Agreements"). Under the SEIU Agreements, (a) based on the salary table effective July 1, 2021, all SEIU bargaining unit members received a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables; (b) based on the salary table effective July 1, 2022, all SEIU bargaining unit members received a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables; (c) based on the salary table effective July 1, 2023, all SEIU bargaining unit members received a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables, and (d) based on the salary table effective January 1, 2024, a $2.00 per hour on-schedule wage increase applied to all pay scale groups and levels of the base salary table. In addition, the SEIU Agreements (a) provide for the funding an Education and Professional Development Fund in the amount of $3 million, (b) effective January 1, 2024, make employees assigned 4 hours per day or 80 hours per month, with respect to Units F and G, eligible (along with eligible dependents) to enroll in certain low cost health insurance plans or receive a cash amount if the employee opts out, and (c) include certain pay differentials and one-time pay increases. There are no reopeners provided for in the SEIU Agreements. SEIU Local 99 (Units B, C, F and G) and the District are in successor negotiations for a three-year agreement for Fiscal Years 2024-25, 2025-26 and 2026-27. Any financial impacts of a successor agreement will be incorporated into future budget projections once negotiations are concluded and the agreements are ratified by the unions and adopted by the Board.

AALA/Teamsters 2010 (Certificated Administrators) and the District reached a three-year agreement for fiscal years 2022-23 through 2024-25 (the "AALA/Teamsters 2010 (Certificated Administrators) Agreement") with on schedule salary increases to be applied to the AALA/Teamsters 2010 (Certificated Administrators) master salary table comparable to the increases provided to UTLA in the UTLA Agreement. There are no reopeners provided for in the AALA/Teamsters 2010 (Certificated Administrators) Agreement. As a result of such agreement, the District anticipates an increase in fiscal year 2023-24 expenditures of approximately $87.07 million (all funds), of which approximately $81.10 million relate to the District's general fund. Of such amounts, approximately $25.07 million (all funds) of such expenditures ($23.36 million related to the District's general fund) reflect expenditures attributable to fiscal year 2022-23 and are to be paid in fiscal year 2023-24. The financial impacts of the AALA/Teamsters 2010 (Certificated Administrators) Agreement are incorporated as expenditures in the Fiscal Year 2024-25 Budget. AALA (Certificated Administrators) and the District have commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28. AALA/Teamsters 2010 (Certificated Administrators) and the District have commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and a successor agreement is ratified by the union and adopted by the Board.

CSEA (Unit D – Technical and Business Services) and the District have reached a three-year agreement for fiscal years 2023-24 through 2025-26 (the "CSEA Agreement"). The CSEA Agreement provides for one reopener for fiscal year 2024-25 and fiscal year 2025-26. Based on the salary table effective July 1, 2023, all CSEA bargaining unit members received a 7% on-schedule wage increase applied to all

pay scale groups and levels of the base salary tables, and based on the salary table effective January 1, 2024, a $2.00 per hour on-schedule wage increase applied to all pay scale groups and levels of the base salary table. The CSEA Agreement also provides for an increase to $22.52 effective January 1, 2024, for the classifications of Office Technician, Parent Education Support Assistant, Parent Resource Assistant, Microfilm Operator, Clerk, and Student Integration Helper. The financial impacts of the CSEA Agreement are incorporated in the Fiscal Year 2024-25 Budget. CSEA (Unit D – Technical and Business Services) and the District are expected to begin reopener negotiations for fiscal years 2024-25 and 2025-26 in January 2026. Any financial impacts of a reopener agreement will be incorporated into future budget projections once negotiations are concluded and the agreement is ratified by the union and adopted by the Board.

Teamsters 572 (Unit S – Classified Supervisors) and the District reached a three-year agreement for fiscal years 2021-22 through 2023-24 (the "Teamsters 572 Agreement"). Under the Teamsters 572 Agreement (a) based on the salary table effective July 1, 2021, all Teamsters 572 bargaining unit members received a 1% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables (which is in addition to the 5% increase previously agreed to and applied); (b) based on the salary table effective July 1, 2022, all Teamsters 572 bargaining unit members received a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables; (c) based on the salary table effective July 1, 2023, all Teamsters 572 bargaining unit members will receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables, and (d) based on the salary table effective January 1, 2024, a $2.00 per hour on-schedule wage increase applied to all pay scale groups and levels of the base salary table. Teamsters 572 (Unit S – Classified Supervisors) and the District are in successor negotiations for a three-year agreement for Fiscal Years 2024-25, 2025-26 and 2026-27. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and the successor agreement is ratified by the union and adopted by the Board.

LASPA (Unit A – School Police) and the District reached a three-year agreement for fiscal years 2022-23 through 2024-25 (the "LASPA Agreement"). The LASPA Agreement provides, with respect to sworn officers, (a) for fiscal year 2022-23, a 3% retroactive on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2022, and a 4% retroactive on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2023; (b) for fiscal year 2023-24, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2023, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2024; and (c) for fiscal year 2024-25, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2024, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2025. The LASPA Agreement provides, with respect to school safety officers, (a) for fiscal year 2022-23, a 7% retroactive on schedule wage increase applied to the base salary tables effective July 1, 2022; (b) for fiscal year 2023-24, a 7% on schedule wage increase applied to the base salary tables effective July 1, 2023; and (b) for a Step 1 an increase to $22.52 effective January 1, 2024, with the subsequent Steps applied accordingly. The classification of school safety officer is not included in the on-schedule fiscal year 2024-25 wage increase as the additional increase was provided on January 1, 2024. There are no reopeners provided for in the LASPA Agreement. The financial impacts of the LASPA Agreement are incorporated as expenditures into the Fiscal Year 2024-25 Budget. LASPA (Unit A – School Police) and the District have commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28 in 2025. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and the successor agreement is ratified by the union and adopted by the Board.

LASPMA (Unit H – School Police Management) and the District reached a three-year agreement for fiscal years 2022-23 through 2024-25 (the "LASPMA Agreement"). For fiscal year 2022-23, the LASPMA Agreement provides for a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2022, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2023. For fiscal year 2023-24, the

LASPMA Agreement provides for a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2023, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2024. For fiscal year 2024-25, the LASPMA Agreement provides for a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2024 and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2025. There are no reopeners provided for in the LASPMA Agreement. The financial impacts of the LASPMA Agreement are incorporated as expenditures into the Fiscal Year 2024-25 Budget. LASPMA (Unit H – School Police Management) and the District have commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28 in 2025. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and the successor agreement is ratified by the union and adopted by the Board.

"Trades" (Unit E) and the District reached agreements for fiscal years 2022-23 through 2024-25 (the "Trades Agreement"). The Trades Agreement provides (a) for fiscal year 2022-23, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2022, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2023; (b) for fiscal year 2023-24, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2023, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2024; and (c) for fiscal year 2024-25, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2024, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2025. The financial impacts of the Trades Agreement for scheduled wage increases are incorporated into the Fiscal Year 2024-25 Budget. "Trades" (Unit E) and the District are expected to begin successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28 in 2025. "Trades" (Unit E) and the District commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28 in 2025. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and the successor agreement is ratified by the union and adopted by the Board.

AALA/Teamsters 2010 (Unit J – Classified Managers) and the District reached a three-year agreement for fiscal years 2022-23 through 2024-25 (the "AALA/Teamsters 2010 Agreement"). The AALA/Teamsters 2010 Agreement provides (a) for fiscal year 2022-23, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2022, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2023; (b) for fiscal year 2023-24, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2023, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2024; and (c) for fiscal year 2024-25, a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective July 1, 2024, and a 4% on schedule wage increase applied to all pay scale groups and levels of the base salary tables effective January 1, 2025. There are no reopeners provided for in the AALA/Teamsters 2010 Agreement. The financial impacts of the AALA/Teamsters 2010 Agreement are incorporated as expenditures in the Fiscal Year 2024-25 Budget. AALA/Teamsters 2010 (Unit J – Classified Managers) and the District have commenced successor negotiations for a three-year agreement for fiscal years 2025-26 through 2027-28. Any financial impacts of a successor contract will be incorporated into future budget projections once negotiations are concluded and the successor agreement is ratified by the union and adopted by the Board.

Employees that are classified as "District-represented" are not in a formal bargaining unit. In alignment with District Board-approved labor agreements discussed above, District-represented employees received comparable compensation adjustments. District-represented employees with salaries within the range of union-represented classifications, received a 21% wage increase, beginning with 3% effective July 1, 2022; 4% on January 1, 2023; 3% on July 1, 2023; 4% on Jan. 1, 2024; 3% on July 1, 2024; and 4% on

Jan. 1, 2025. District-represented employees with salaries outside of the range of union-represented classifications, will receive a 15% wage increase, beginning with 3% effective July 1, 2022; 4% on January 1, 2023; 2% on July 1, 2023; 2% on Jan. 1, 2024; 2% on July 1, 2024; and 2% on Jan. 1, 2025. The financial impacts of the District-represented agreement are incorporated as expenditures into the Fiscal Year 2024-25 Budget.

The District entered a memorandum of understanding with UTLA, CSEA, Teamsters 572 (Unit S – Classified Supervisors) and AALA/Teamsters 2010 (Unit J – Classified Managers) to establish a three-year instructional calendar (fiscal years 2025 - 2028). The memorandum of understanding maintains a three-week (15 days) winter break, and provides for instruction, enrichment, nutrition and child supervision through a voluntary five-day winter recess academy in each such fiscal year.

Health and Welfare Agreement. The District and all bargaining units commenced negotiations on June 23, 2025, for a successor Health and Welfare Agreement regarding health and welfare benefits for active employees and retirees. On December 3, 2025, the District reached a two-year agreement (the "Health and Welfare Agreement") with all of its bargaining units for calendar years 2026 and 2027 to continue providing health and welfare benefits for active employees and retirees at no additional cost to participants.

Under the Health and Welfare Agreement, the District will make fixed-amount contributions to fund the anticipated per-category, per-participant costs of current health and welfare benefits, including administrative costs, for the 2026 and 2027 calendar years. This represents a return to the historic agreement format, under which the District's obligation is to pay a fixed dollar amount for each participant category, as opposed to the immediately preceding 2024–2025 agreement, during which the District covered all actual per-participant costs of benefits.

The Health and Welfare Agreement also provides that any unspent health care reserve funds accumulated pursuant to predecessor agreements (if any) will be maintained for the term of the current agreement and may be used to pay unforeseen expenses or cost overages arising during the current or future benefits agreements. Under this Agreement, 100% of unspent reserve funds above $125 million as of December 31 of the 2026 and 2027 benefit years (if any), and 50% of any unspent reserve funds below $125 million at the end of the two-year Health Benefits Agreement (if any), shall be returned to the District's general fund. The remaining 50% of any unspent reserve funds below $125 million at the end of the two-year Health Benefits Agreement (if any) may be used to pay unforeseen expenses or cost overages arising during the current or future benefits agreements.

Additionally, the District is not obligated to replenish or augment, with additional contributions, any reserves accumulated via the savings of unspent funds through the term of the Health and Welfare Agreement. The financial impacts of the Health and Welfare Agreement are anticipated to be incorporated as expenditures during Fiscal Years 2025–26, 2026–27, and 2027–28. According to the approved AB 1200 filing, the Health and Welfare Agreement provides for increased Health and Welfare costs of $68.50 million for fiscal year 2025–26, increased costs of $16.91 million in fiscal year 2026–27, and savings in Health and Welfare costs of $33.36 million in fiscal year 2027–28, compared to what was initially projected as part of the fiscal year 2025–26 adopted budget.

Future District health and welfare contributions beyond the 2027 benefit year are subject to negotiations for a successor agreement. Such negotiations may be initiated by either party between January 2026 and August 2027.

Reduction in Force and Release Notices. In general, pursuant to Sections 44949 and 44951 of the Education Code, the District must give written notice to a certificated employee no later than March 15 if such certificated employee is to be released or reassigned for the ensuing school year. Similarly, pursuant to Section 45117 of the Education Code, the District must give written notice to a classified employee no

later than March 15 if such classified employee is to be laid off for the ensuing school year. Further, pursuant to Sections 44955.5 and 45117(d) of the Education Code (as applicable), the District Board has the authority to terminate the services of certificated and classified 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. 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 and classified employees. The Board approved release notices, which were sent to certificated employees before March 15, 2025. To date, however, no employees have been released. There were no reduction in force notices approved by the District before March 15, 2025, for the 2025-26 school year.

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-15 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 2021-22 through 2024-25, and budgeted amounts for fiscal year 2025-26, as of the Fiscal Year 2025-26 First Interim Report, and these contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2021-22 through 2025-26. See tables below entitled "Annual Regular CalSTRS Contributions," "Annual CalPERS Regular Contributions" and "Annual PARS Contribution." See also the District's financial statements contained in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2025."

TABLE A-15
LOS ANGELES UNIFIED SCHOOL DISTRICT
Aggregate Employer Contributions to CalSTRS, CalPERS and PARS
Fiscal Years 2021-22 through 2025-26
($ in millions)

Fiscal Year	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2021-22	$ 869.20	7.12%
2022-23	1,040.40	8.36
2023-24	1,201.06	8.60
2024-25	1,287.9	8.71
2025-26[2]	1,541.9	14.06

(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) As of Fiscal Year 2025-26 First Interim Report. For Fiscal Year 2025-26, only General Fund numbers are provided in the Fiscal Year 2025-26 1st Interim Report. Amounts do not reflect labor agreements not reflected in Fiscal Year 2025-26 Budget. For a discussion of pending labor agreements not reflected in the Fiscal Year 2025-26 Budget, see "– Employees and Labor Relations – Negotiations Regarding Labor Contracts" above.

Sources: Audited Annual Financial Report for fiscal years 2021-22 through 2024-25; Fiscal Year 2025-26 First Interim Report; 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 CalSTRS' comprehensive annual financial reports 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, 2025."

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 State budget for fiscal year 2014-15, increased member, employer and State contributions as part of a plan to eliminate by June 30, 2046, CalSTRS' unfunded liability for service credited to members of the CalSTRS defined benefit program before July 1, 2014.

Pursuant to AB 1469, since fiscal year 2021-22, the State Teachers' Retirement Board is authorized to modify the percentages paid by employers and employees to eliminate by June 30, 2046, CalSTRS' unfunded liability for service credited to members of the CalSTRS defined benefit program before July 1, 2014, based upon actuarial recommendations and subject to certain limitations. The State Teachers' Retirement Board may not increase the employer contribution rate by more than 1% in any fiscal year up to a maximum contribution rate of 20.25%. 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. A decrease in investment earnings may result in increased employer contribution rates in order to timely eliminate by June 30, 2046, CalSTRS' unfunded liability for service credited to members of the CalSTRS defined benefit program before July 1, 2014, based upon actuarial recommendations. The District cannot predict the impact of State, national, and international events on investment earnings and contribution rates or the amount the District will be required to pay for pension related costs in future fiscal years.

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 2025-26, the State contributes 8.328% 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 2025-26 is 19.10% of covered payroll. The District's employer contribution rate is inclusive of the employer base contribution of 8.25% of payroll provided by the Education Code.

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) has been 10.25% since fiscal year 2016-17 and remains at 10.25% for fiscal year 2025-26. 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 and increased to 10.205% for fiscal year 2018-19 and has since remained at 10.205% through fiscal year 2025-26.

The following Table A-16 sets forth the District's regular annual contributions to CalSTRS for fiscal years 2021-22 through 2024-25 and the budgeted contribution for fiscal year 2025-26 as of the Fiscal Year 2025-26 First Interim Report and such contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2021-22 through 2025-26. The District has always paid all required CalSTRS annual contributions. As of January 2, 2026, 38,419 District employees were members of CalSTRS.

TABLE A-16
LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual Regular CalSTRS Contributions
Fiscal Years 2021-22 through 2025-26
($ in millions)

Fiscal Year	CalSTRS Employer Rate	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2021-22	16.92%	$563.9	4.62%
2022-23	19.10	663.9	5.33
2023-24	19.10	740.7	5.30
2024-25	19.10	785.1	
2025-26[2]	19.10	788.7	4.63

(1) Reflects data for all District Funds, including the District's General Fund. Excludes on-behalf payments from the State to CalSTRS.
(2) Budgeted in of Fiscal Year 2025-26 Budget. For Fiscal Year 2025-26, only General Fund numbers are provided in the Fiscal Year 2025-26 1st Interim Report. Amounts do not reflect labor agreements not reflected in Fiscal Year 2025-26 Budget. For a discussion of pending labor agreements not reflected in the Fiscal Year 2025-26 Budget, see "– Employees and Labor Relations – *Negotiations Regarding Labor Contracts*" above.

Sources: Audited Annual Financial Report for fiscal years 2021-22 through 2024-25; Fiscal Year 2025-26 Budget; and the District for the percentage of Total Governmental Funds Expenditures.

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.

The actuarial valuation for the entire CalSTRS defined benefit program as of June 30, 2024 (the "2024 CalSTRS Actuarial Valuation") showed an estimated unfunded actuarial liability of $88.7 billion, an increase of approximately $2.1 billion from the June 30, 2023 valuation. The actual unfunded actuarial liability as of June 30, 2024, represents a net actuarial loss of approximately $3.1 billion. Such net actuarial loss is due primarily to change in actuarial value assumptions based on the most recent experience analysis, member salary increases being more than assumed, and offset by market value returns (estimated at 8.20%) being greater than assumed (7.00%) and returns on actuarial value of assets (estimated at 7.60%) being greater than assumed as the recognition of actuarial investment gains which were previously deferred had a greater impact on recognition of the less-than-assumed market return for the most recent year. The funded ratios of the actuarial value of valuation assets over the actuarial accrued liabilities as of June 30, 2024, and June 30, 2023, based on the actuarial assumptions, were approximately 76.70% and 75.90%, respectively. According to the 2024 CalSTRS Actuarial Valuation, the funded ratio increased by 0.80% during the past year. As described in the 2024 CalSTRS Actuarial Valuation, the increase in the funded ratio is primarily

due to the expected year-to-year change due to contributions received to pay down the unfunded actuarial liability and the return on the Actuarial Valuation of Assets exceeding the assumed return, which was partially offset by the impact of greater-than-assumed salary increases. Persistent negative returns on investments may result in increased employer contribution rates above the current level of expected increases. The District cannot predict the impact of State, national, and international events on investment returns and employer contribution rates or the amount the District will be required to pay for pension related costs. Accordingly, there can be no assurances that the District's required contributions to CalSTRS will not increase in the future, subject to the limitations of AB 1469.

The following are certain of the actuarial assumptions set forth in the 2024 CalSTRS Actuarial Valuation: measurement of accruing costs by the "Entry Age Normal Actuarial Cost Method," an assumed 7.00% investment rate of return for measurements subsequent to June 30, 2016, 3.00% interest on member accounts, 3.50% projected wage growth, 3.25% payroll growth, and 2.75% projected inflation and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions and other experience that may differ from the actuarial assumptions used for the CalSTRS valuation. The 2024 CalSTRS Actuarial Valuation also assumes that all members hired on or after January 1, 2013, are subject to the provisions of PEPRA (as defined herein). See *"− California Public Employees' Pension Reform Act of 2013"* below for a discussion of the pension reform measure signed by the Governor in September 2012 expected to help reduce future pension obligations of public employers with respect to employees hired on or after January 1, 2013.

The CalSTRS ACFR for fiscal year 2023-24 (the "2023-24 CalSTRS ACFR") states that during fiscal year 2023-24, CalSTRS included 42,010 covered employees of the District in its State Teachers' Retirement Program and 3,876 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 7.90% and 11.40% of covered employees in the State Teachers' 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, 2020 through June 30, 2024, are set forth in the following Table A-17. The fair market value of the CalSTRS pension fund as of June 30, 2023 and June 30, 2024, was approximately $299.1 billion and $321.9 billion, respectively. 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 Note 9 set forth in APPENDIX B – "AUDITED ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2025."

TABLE A-17
Actuarial Value of CalSTRS Defined Benefit Program
Valuation Dates June 30, 2020 through June 30, 2024
($ 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)
2020	$322.127	$216.252	$233.253	$105.9	67.1%	66.5%
2021	332.082	242.363	292.980	89.7	73.0	81.9
2022	346.089	257.537	283.340	88.6	74.4	75.2
2023	359.741	273.155	299.148	86.6	75.9	76.2
2024	380.507	291.838	321.910	88.7	76.7	77.5

[(1)] Actuarial Value of Assets does not include amounts allocable to the CalSTRS Supplemental Benefits Maintenance Account Reserve which was $19.13 billion as of June 30, 2020, $21.03 billion as of June 30, 2021, $23.05 billion as of June 30, 2022, $24.98 billion as of June 30, 2023, and $26.94 billion as of June 30, 2024.
Sources: California State Teachers' Retirement System Defined Benefit Program Actuarial Valuations as of June 30, 2020 through June 30, 2024.

District Proportionate Share. As of June 30, 2025, the District's proportionate share of CalSTRS' net pension liability was approximately $4.10 billion, based on a discount rate of 7.10%. The net pension liability was measured as of June 30, 2023, 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 2023-24 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, 2024, the District's proportionate rate was 5.929%. 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, 2025."

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 ACFRs 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, 2025."

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. Unlike contributions to CalSTRS, however, 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 State, national or international events on investment earnings and school district contributions. 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 8.00% in fiscal year 2025-26. School districts are required to contribute to CalPERS at an actuarially determined rate, which was originally 20.733% and 22.68% of eligible salary expenditures for fiscal years 2019-20 and 2020-21, respectively. The employer contribution rate for fiscal year 2019-20, however, was reduced to 19.721% as a result of the State's buy-down of employer contribution rates in fiscal year 2019-20. Similarly, the fiscal year 2020-21 State budget allocated funding to buy down employer contribution rates in fiscal years 2020-21 and 2021-22 to approximately 20.70% and 22.91%, respectively. The actuarially determined rate for employer contributions was 25.37% for fiscal year 2022-23, 26.68% for fiscal year 2023-24, 27.05% for fiscal year 2024-25 and is 26.81% for fiscal year 2025-26. 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, 2025."

The following Table A-18 sets forth the District's employer contribution rates, regular annual contributions, inclusive of employee contributions paid by the District to CalPERS for fiscal years 2021-22 through 2024-25, and the budgeted contribution for fiscal year 2025-26, and such contributions as a percentage of the District's Total Governmental Funds expenditures for said fiscal years. The District has always paid all required CalPERS annual contributions. As of January 2, 2026, 31,089 District employees were members of CalPERS.

TABLE A-18
LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual CalPERS Regular Contributions
Fiscal Years 2021-22 through 2025-26
($ in millions)

Fiscal Year	CalPERS Employer Rate (Miscellaneous)	CalPERS Employer Rate (Safety)	District Contributions[1]	District Contribution as Percentage of Total Governmental Funds Expenditures
2021-22	22.910%	48.900%	$298.4	2.44%
2022-23	25.370	50.130	370.3	2.98
2023-24	26.680	53.680	453.0	3.24
2024-25	27.050	64.580	495.4	3.35
2025-26[2]	26.810	73.600	489.5	2.87

(1) Reflects data for all District Funds, including the District's General Fund.
(2) Budgeted in Fiscal Year 2025-26 Budget. For Fiscal Year 2025-26, only General Fund numbers are provided in the Fiscal Year 2025-26 1st Interim Report. Amounts do not reflect labor agreements not reflected in Fiscal Year 2025-26 Budget. For a discussion of pending labor agreements not reflected in the Fiscal Year 2025-26 Budget, see "– Employees and Labor Relations – *Negotiations Regarding Labor Contracts*" above.
Sources: Audited Annual Financial Report for fiscal years 2021-22 through 2024-25; Fiscal Year 2025-26 Budget; and 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. 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-12 – "Actuarial Value of Schools Portion of CalPERS – Historical Funding Status" herein.

The CalPERS Schools Pool Actuarial Valuation as of June 30, 2024 (the "2024 CalPERS Schools Pool Actuarial Valuation"), was released in September 2024, and such valuation reported an actuarial accrued liability of approximately $134.0 billion with the market value of assets at approximately $93.20 billion, and a funded status of approximately 69.6%. From June 30, 2023, to June 30, 2024, the funded status of the CalPERS Schools Pool increased by approximately 2.1%, primarily due to employer contributions towards the unfunded accrued liability and an investment gain, partially offset by a non-investment loss.

CalPERS reported a 9.3% net return for investments for fiscal year 2023-24 and a 5.8% net return on investments for fiscal year 2022-23. In fiscal year 2021-22, however, CalPERS' reported its first negative return on investments since fiscal year 2008-09. Such negative return generated an actuarial investment loss of approximately $12.40 billion, which will be amortized over 20 years with a five-year phase in, and increased the component of the expected employer contribution rate related to the unfunded liability contribution in fiscal year 2023-24 by 1.69% of payroll. The 2024 CalPERS Schools Pool Actuarial Valuation reports that the employer contribution rates for fiscal years 2026-27, 2027-28, 2028-29, 2029-30, and 2030-31 are projected to be 26.9%, 27.8%, 27.4%, 27.0%, and 26.2%, respectively. Such projections assume that all actuarial assumptions will be realized, including net investment returns in such fiscal years of 6.80%, and that no further changes to assumptions, contributions, benefits or funding will occur during such fiscal years. Persistent negative returns on investments may result in increased employer contribution rates above the current level of expected increases reflected in the 2024 CalPERS Schools Pool Actuarial Valuation. Actual contribution rates will differ from such projections. The District cannot predict the impact of State, national, and international events on investment returns and employer contribution rates. Accordingly, there can be no assurances that the District's required contributions to CalPERS will not significantly increase in the future.

The 2024 CalPERS Schools Pool Actuarial Valuation as summarized assumes, among other things, 2.30% price inflation, 2.80% wage inflation and payroll growth of 2.80% compounded annually. The 2024 CalPERS Schools Pool Actuarial Valuation as summarized reflects a discount rate of 6.80% compounded annually (net of investment and administrative expenses) as of June 30, 2024. The CalPERS Board of Administration adopted new demographic assumptions on November 17, 2021, including a reduction in the discount rate from 7.00% as of June 30, 2020, to 6.80% as of June 30, 2021, a reduction in the inflation assumption from 2.50% as of June 30, 2020 to 2.30% as of June 30, 2021, and an increase in payroll growth from 2.75% as of June 30, 2020 to 2.80% as of June 30, 2021. Such assumption changes result in increases in both the normal cost and unfunded liabilities contributions to be paid in the future. The actuarial funding method used in the 2024 CalPERS Schools Pool Actuarial Valuation is the "Entry Age Normal Cost Method."

In November 2024, PERS released its 2024 Annual Review of Funding Levels and Risk (the "2024 PERS Funding Levels and Risk Report"), which provided a summary of the current funding levels of the system, the near-term outlook for required contributions and risks faced by the system in the near and long-term. The 2024 PERS Funding Levels and Risk Report notes that over the next several years there is the potential for various factors to either further increase required contributions or add additional financial strain on employers and their ability to make required contributions, including inflation and near-term economic turmoil. The 2024 PERS Funding Levels and Risk Report notes that over the last few years, price inflation has been significantly higher than the PERS long-term assumption of 2.3%, which can affect liability measures and investment returns in several ways and which can be difficult to quantify. The most direct impact of high inflation is that retirees can receive higher than expected cost of-living adjustments and active employees can receive higher than expected salary increases, which could increase actuarial losses in the future. The 2024 PERS Funding Levels and Risk report concludes that, as of June 30, 2023, the PERS Retirement System had experienced a couple of years of investment returns below the expected return of 6.8%, and actuarial losses primarily due to high inflation which resulted in unexpected cost of living adjustments for retirees and higher than expected member pay increases, which resulted in increased employer contributions along with further increases forecasted for the near future. Despite the strong

investment return for the fiscal year ending June 30, 2024, the 2024 PERS Funding Levels and Risk Report notes that employer contributions are currently at relatively high levels due to large amounts of unfunded accrued liability, and uncertainty within the economy suggests possible economic turmoil in the near future. The 2024 PERS Funding Levels and Risk Report concludes that the ability of employers to continue making required contributions to the system is the area of greatest concern.

The UAAL and funded status of the schools portion of CalPERS as of June 30 of fiscal years ended June 30, 2020 through June 30, 2024 are set forth in the following Table A-19.

TABLE A-19
Actuarial Value of Schools Portion of CalPERS
Historical Funding Status
Valuation Dates June 30, 2020 through June 30, 2024
($ 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
2020	$104,062	$71,400	68.6%	$32,662	$15,295	213.6%
2021	110,507	86,519	78.3	23,988	15,181	158.0
2022	116,982	79,386	67.9	37,596	16,731	224.7
2023	124,924	84,292	67.5	40,632	19,055	213.2
2024	133,978	93,187	69.6	40,791	21,450	190.2

Source: CalPERS Schools Pool Actuarial Valuation as of June 30, 2024.

District Proportionate Share. As of June 30, 2025, the District reported a net pension liability of $2.9 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, 2024, 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, 2023 rolled forward to June 30, 2024 using standard update procedures. The District's proportion of the net pension liability was based on the fiscal year 2023-24 employer contributions calculated by CalPERS. As of June 30, 2024, the District's proportion of the CalPERS net pension liability was approximately 8.176%. 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, 2025."

Safety Plan Actuarial Valuation; Net Pension Liability. The CalPERS Safety Plan of the Los Angeles Unified School District (Employer # 3614620780) Annual Valuation Report as of June 30, 2023 uses the "Entry Age Normal Cost Method" as the actuarial funding method and assumes, among other things, a 6.80% investment rate of return (net of administrative expenses), projected annual salary increases based on category, entry age, and duration of service, projected inflation of 2.30% and projected payroll growth of 2.80%. 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, 2020 through June 30, 2024, are set forth in the following Table A-20. As of June 30, 2025, the District's net pension liability under the CalPERS Safety plan was $129.65 million. The net pension liability of the CalPERS Safety plan is measured as of June 30, 2025, using standard update procedures. See 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, 2025."

TABLE A-20
CalPERS Actuarial Value of LAUSD Safety Plan[1]
Historical Funding Status
Valuation Dates June 30, 2020 through June 30, 2024
($ in millions)

Valuation Date (June 30)	Accrued Liability	Market Value of Assets[2]	Unfunded Liability	Funded Ratio	Annual Covered Payroll
2020	$459.1	$335.9	$123.2	73.2%	$33.3
2021	479.3	412.9	66.4	86.1	26.2
2022	508.4	377.1	131.3	74.2	23.5
2023	540.0	394.3	145.6	73.0	23.2
2024	581.5	423.6	157.8	72.9	26.7

[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-12 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, 2023.

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-21 sets forth the District's annual contributions to PARS for fiscal years 2021-22 through 2024-25, and the budgeted annual contribution to PARS for fiscal year 2025-26 as of Fiscal Year 2025 First Interim Report, and the contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2021-22 through 2025-26. As of January 2, 2026, 11,505 active District employees were members of PARS.

TABLE A-21
LOS ANGELES UNIFIED SCHOOL DISTRICT
Annual PARS Contribution
Fiscal Years 2021-22 through 2025-26
($ in millions)

Fiscal Year	District Contributions[1][2]	District Contribution as Percentage of Total Governmental Funds Expenditures
2021-22	6.9	0.06%
2022-23	6.2	0.05
2023-24	7.4	0.05
2024-25	7.3	0.05
2025-26[3]	7.5	0.04

[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] Budgeted in Fiscal Year 2025-26 Budget. For Fiscal Year 2025-26, only General Fund numbers are provided in the Fiscal Year 2025-26 1st Interim Report. Amounts do not reflect labor agreements not reflected in Fiscal Year 2025-26 Budget. For a discussion of pending labor agreements not reflected in the Fiscal Year 2025-26 Budget, see "– Employees and Labor Relations – *Negotiations Regarding Labor Contracts*" above.
Sources: Audited Annual Financial Report for fiscal years 2021-22 through 2024-25; Fiscal Year 2025-26 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. If a public employer adopts a new defined benefit plan on or after January 1, 2013, however, 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 June 30, 2025, there were approximately 62,290 active employees who meet the eligibility requirements for OPEB benefits, 40,143 inactive employees or beneficiaries currently receiving benefits, and 149 inactive employees entitled to but not yet receiving benefits, for a total of 102,582 current and former employees entitled to receive benefits under the District's OPEB plan. 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, 2024, the District has contributed approximately $583.3 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, $120 million in October 2017, $33.3 million in August 2023, $52.8 million in September 2023, $17.6 million in each of October 2023, November 2023, December 2023, January 2024, February 2024, March 2024, April 2024 and May 2024, and $17.4 million in June 2024. The District did not contribute to the Trust Fund in fiscal years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23, although the District, for internal purposes, designated $33.3 million of the $244.3 million contributed to the OPEB Trust Fund in fiscal year 2023-24 as a fiscal year 2022-23 contribution. As of a June 30, 2024 measurement date, the OPEB Trust Fund's net position was $820 million. For Fiscal Year 2024-25, for each of the months of July, 2024 through May 2025, the District contributed $3.3 million to the OPEB Trust Fund and $3.7 million in June 2025, for a total of $40.0 million in Fiscal Year 2024-25. Based on the Fiscal Year 2025-26 Budget, the District has budgeted to contribute $142.6 million from all funds of the District with eligible employees (not just the General Fund) to the OPEB Trust Fund in fiscal year 2025-26. As of the Fiscal Year 2025-26 First Interim

Report, the District is projected to contribute $411.3 million for allocated and active employees in fiscal year 2025-26.

In the July 2024 Actuarial Valuation Report Postretirement Health Benefits as of the June 30, 2025 measurement date for fiscal year 2024-2025 (the "2024 Actuarial Valuation"), Aon Hewitt indicated 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 June 2047 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-22 sets forth the District's funding of other postemployment benefits for fiscal years 2021-22 through 2024-25, the budgeted contribution for fiscal year 2025-26 as of the Fiscal Year 2025-26 Interim Report, and the contributions as a percentage of the District's Total Governmental Funds expenditures for fiscal years 2021-22 through 2025-26. In addition, Table A-22 sets forth the District's contribution to the OPEB Trust Fund for fiscal years 2021-22 through 2025-26.

TABLE A-22
LOS ANGELES UNIFIED SCHOOL DISTRICT
Expenditures for Other Postemployment Benefits
Fiscal Years 2021-22 through 2025-26
($ in millions)

Fiscal Year	Pay-as-You-Go Amount	OPEB Trust Fund Contribution[1]	Total Amount	Expenditure as Percentage of Total Governmental Funds Expenditures
2021-22	$231.1	$0.0	$231.1	1.89%
2022-23	235.9	0.0	235.9	1.90
2023-24[2]	245.8	244.3	490.1	3.58
2024-25	252.8	40.0	292.8	1.98
2025-26[3]	272.0	414.6		--

[1] As of June 30, 2025, the District has contributed approximately $583.3 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, $120 million in October 2017, $33.3 million in August 2023, $52.8 million in September 2023, $17.6 million in each of October 2023, November 2023, December 2023, January 2024, February 2024, March 2024, April 2024 and May 2024, and $17.4 million in June 2024 and $40 million in Fiscal Year 2024-25.

[2] The District, for internal purposes, designated $33.3 million of the $244.3 million contributed to the OPEB Trust Fund in fiscal year 2023-24 as a fiscal year 2022-23 contribution.

[3] Budgeted as of Fiscal Year 2025-26 First Interim Report. For Fiscal Year 2025-26, only General Fund numbers are provided in the Fiscal Year 2025-26 1st Interim Report.

[4] The additional OPEB contribution for Fiscal Year 2025-26 of $213.1 million was reduced to $20 million and reflected in the District's First Interim Report for 2025-26, reducing the budgeted amount of $335.7 million to $142.6 million.

Sources: Audited Annual Financial Reports for fiscal years 2021-22 through 2024-25; Fiscal Year 2025-26 Budget as of Fiscal Year 2025-26 First Interim Report; 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 District's net OPEB liability 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. Over the past few years, the District has taken steps to (i) reduce its OPEB liability through a more cost-effective healthcare plan and (ii) 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 District Board approval.

Changes in Net OPEB Liability. The District's net OPEB liability has fluctuated over time based on a variety of factors, including changes in healthcare plans and actuarial assumptions and the funded status of the OPEB Trust Fund. In the June 2023 Actuarial Valuation Report Postretirement Health Benefits as of the June 30, 2022 measurement date for fiscal year 2022-23 (the "2022 Actuarial Valuation"), the District's actuary, Aon Hewitt, pointed out that a byproduct of the GASB 75 standards is the potential for increased volatility of results from year to year, which the District has experienced since the implementation of GASB 75. In January 2019, the District implemented a less costly healthcare plan, 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 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) to $8.58 billion as of June 30, 2020 (based on further revised actuarial assumptions). However, the District's net OPEB liability as of June 30, 2021 increased to $11.06 billion and then decreased to $10.19 billion as of June 30, 2022 based on certain changes in actuarial assumptions described in more detail below. As of June 30, 2023, the District's net OPEB liability decreased to $8.48 billion also based on certain changes in actuarial assumptions also described in more detail below. See "*– 2022 Actuarial Valuation*" below for more information. As of June 30, 2024, the District's net OPEB liability increased to $8.99 billion. See "*– 2023 Actuarial Valuation*" below for more information.

2022 Actuarial Valuation. The District's net OPEB liability decreased by approximately $1.70 billion from $10.19 billion as of June 30, 2022 to $8.48 billion as of June 30, 2023. According to the 2022 Actuarial Valuation, the 150-basis point increase in the discount rate from the March 2022 Actuarial Valuation Report Postretirement Health Benefits as of the June 30, 2021 measurement date for fiscal year 2021-22 (the "2021 Actuarial Valuation") had a considerable impact in the 2022 Actuarial Valuation, decreasing the value of liabilities by more than 20%. As explained in the 2022 Actuarial Valuation, such impact, which is somewhat offset by low asset returns as of the measurement date, decreases the net OPEB liability and the OPEB expense for fiscal year 2022-23. The 2022 Actuarial Valuation reflects updated financial information for fiscal year 2022-23 and is based on the census data, actuarial assumptions, and plan provisions used in the 2021 Actuarial Valuation with the following changes:

- Assets: $469,939,493 as of June 30, 2022, measurement date
- Municipal Bond Rate: 3.54% as of June 30, 2022, based on the *Bond Buyer* General Obligation Bond 20-Bond Municipal Bond Index
- Contributions: Additional contribution of $211 million to OPEB Trust Fund scheduled to be made for fiscal years ending 2023, 2024 and 2025. The District currently budgets to contribute $244.3 million in fiscal year 2023-24, $33.3 million of which the District, for internal purposes, designated as a fiscal year 2022-23 contribution.
- Expected Long-Term Return on Assets: 6.10% as of June 30, 2022, based on District's revised expectations for certain asset allocations
- Discount Rate: 3.70% as of June 30, 2022, after reassessment based on updated assets and municipal bond rate as of June 30, 2022

2023 Actuarial Valuation. The District's net OPEB liability increased by approximately $509 million from $8.48 billion as of June 30, 2023 to $8.99 billion as of June 30, 2024. The 2023 Actuarial Valuation reflects updated financial information for fiscal year 2023-24 and is based on the census data, actuarial assumptions, and plan provisions used in the 2022 Actuarial Valuation with the following changes:

- Assets: $499,889,641 as of June 30, 2023, measurement date.
- Municipal Bond Rate: 3.65% as of June 30, 2023, based on the *Bond Buyer* General Obligation Bond 20-Bond Municipal Bond Index.
- Contributions: Additional contribution of $33.3 million for fiscal year ending 2023, to be made in fiscal year ending 2024; $211 million to be made in fiscal year ending 2024; and $40 million for all future fiscal years.
- Expected Long-Term Return on Assets: 6.20% as of June 30, 2023, based on District's revised expectations for certain asset allocations.
- Discount Rate: 3.80% as of June 30, 2023, after reassessment based on updated assets and municipal bond rate as of June 30, 2023.

2024 Actuarial Valuation. The June 2025 Actuarial Valuation Report Postretirement Health Benefits as of the June 30, 2024 measurement date, documents the results of the interim actuarial valuation for fiscal year 2024-25 (the "2024 Actuarial Valuation").

The District's net OPEB liability decreased by approximately $780 million from $8.99 billion as of June 30, 2024 to $8.21 billion as of June 30, 2025. The 2024 Actuarial Valuation reflects updated financial information for fiscal year 2024-25 and is based on the census data, actuarial assumptions, and plan provisions used in the 2023 Actuarial Valuation with the following changes:

- Assets: $819,462,741 as of June 30, 2024, measurement date.
- Municipal Bond Rate: 3.63% as of June 30, 2024 (3.65% as of June 30, 2023), based on the Bond Buyer General Obligation 20-Bond Municipal Bond Index.
- Contributions: Ad hoc additional pre-funding contribution schedules currently include $40 million for fiscal year ended June 30, 2025, $142.6 million for fiscal year ended June 30, 2026 through fiscal year ended June 30, 2030, and $140 million for all future fiscal years.
- Expected Return on Assets: 6.40% as of June 30, 2024 (6.20% as of June 30, 2023), per District's revised expectation for CalPERS' CERBT Strategy 1 asset allocation.
- Discount Rate: 4.50% as of June 30, 2024 (3.80% as of June 30, 2023), after reassessment based on updated assets and municipal bond rate as of June 30, 2024.

The following Table A-23 shows the impact of the changes to the actuarial assumptions in the 2024 Actuarial Valuation on the District's Net OPEB Liability for the fiscal year ending June 30, 2025 compared to fiscal year June 30, 2024 that was based on the 2023 Actuarial Valuation.

TABLE A-23
LOS ANGELES UNIFIED SCHOOL DISTRICT
NET OPEB LIABILITY
As of June 30, 2024 and June 30, 2025
($ in billions)

	Fiscal Year Ending June 30, 2024	Fiscal Year Ending June 30, 2025
(1) OPEB Liability		
(a) Retired Participants and Beneficiaries Receiving payment	$3.353	$3.036
(b) Active Participants	6.139	5.990
(c) Total	9.491	9.026
(2) Plan Fiduciary Net Position	(.500)	(.819)
(3) Net OPEB Liability	8.991	8.206
(4) Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	5.27%	9.08%
(5) Deferred Outflow of Resources for Contributions Made After Measurement Date	$.490	--

Source: 2024 Actuarial Valuation.

The District cannot predict the impact future changes in healthcare plans and actuarial assumptions and the funded status of the OPEB Trust Fund will have on the District's net OPEB liability.

For more information on the District's OPEB plan, OPEB liability and related assumptions for fiscal year ended June 30, 2025, 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, 2025" attached hereto.

Risk Management and Litigation

General. The District's administration of claims liabilities, insurance coverage and retentions is under review and transition as the District begins to employ the use of a recently-formed Captive Insurer (as defined below) which was incorporated for the benefit of the District. The District created the Captive Insurer in June 2024, effective July 1, 2024, to insure and manage the non-insured/retained auto liability, general liability, and workers' compensation exposures of the District as well as other insurance coverages deemed necessary by the Captive Insurer in the future. The lines of insurance coverage provided by the Captive Insurer are intended to replace certain of the District's third-party insurance and its program of self-insurance and reserves for the related liabilities.

For discussion of the District's outstanding liability (losses plus loss adjustment expense) for general, auto, and sexual molestation see "– Sexual Misconduct Cases – Current Claims Exposure" below. The District is in the process of analyzing pending claims, timing of liabilities and potential liabilities, and estimates of liability for claims in accordance with GASB Statement Nos. 10 and 56, which require that the District recognize liabilities, to the extent that (1) it is probable that a liability had been incurred at the date of the financial statements, and (2) the amount of the loss can be reasonably estimated. This liability estimate reflects an accounting perspective. Detailed information is not yet final, and this estimate is provided based on certain averages, assumptions, and opinion.

Captive Insurance Program. The District has reorganized its risk management and insurance program to include a captive insurance company, effective July 1, 2024, officially named the Los Angeles Unified School District Insurance Company, LLC (the "Captive Insurer"), a manager-managed Vermont limited liability company. The Captive Insurer was organized for the purpose of writing insurance and/or reinsurance as a single parent captive insurance company operating pursuant to Title 8, Vermont Statutes Annotated, Chapter 141, Captive Insurance, and other relevant laws of the State of Vermont.

The primary purpose of the Captive Insurer is to manage certain risks of the District, offering tailored insurance that may not be available or affordable in the traditional insurance market. Advantages sought with the Captive Insurer include: (a) greater flexibility in customizing coverage to meet specific needs, which may not be fully addressed by conventional insurance policies; (b) enhanced ability to control claims management and underwriting processes, leading to more efficient handling and potentially reduced claims costs; and (c) strategic management of investments as well as reserves to optimize returns and ensure adequate funding for future claims.

The Captive Insurer evaluates risks, sets premium levels, and invests capitalization and premium payments for liabilities. This structure is expected to provide the District with greater control over its insurance costs, claims handling, and risk management practices. The Captive Insurer was established initially to insure and manage the District's non-insured/retained automobile, general, sexual abuse and molestation, and workers' compensation liabilities as well as other insurance coverages deemed necessary by the Captive Insurer in the future. The District will continue to assess its insurance portfolio to identify additional lines of insurance to include in the Captive Insurer. The District is currently evaluating the following lines of coverage to include in the Captive Insurer: boiler and machinery; crime and fiduciary; property; cyber security; and medical malpractice. Currently, a portion of the District's liabilities for sexual abuse and molestation are retained in the Captive Insurer.

The District is authorized to budget and appropriate funds for the development and implementation of the Captive Insurer, including capital, premiums, funds and fees in lines of insurance coverage to be provided by the Captive Insurer. Upon substantial implementation of the Captive Insurer in Fiscal Year 2024-25, the District expects to transfer applicable and eligible portions of the District's Internal Service Fund and Liability Self Insurance Fund to the Captive Insurer to be managed, invested, and applied to pay claims. As of June 1, 2025, approximately $1.048 billion had been transferred to the Captive Insurer. The District anticipates approximately $275 million will be transferred to the Captive Insurer, plus an additional $30 million in excess coverage, in Fiscal Year 2025-26. Upon its substantial implementation, the District expects that use of the Captive Insurer, together with traditional insurance, reinsurance, and self-insured retentions, will efficiently regulate and minimize insurance costs and secure liability insurance coverage to mitigate financial risks.

For fiscal year 2025-26, the Captive Insurer has provided the District with $5 million of general liability (automobile and sexual abuse and molestation) coverage for lawsuits and settlements. Thereafter, the Captive Insurer has a commercial policy for $15 million in aggregate in excess of the $5 million. Lawsuits and settlements over that threshold are covered by the Captive Insurer. As an authorized self-insurer for workers' compensation claims, which reserves the Captive Insurer will manage, invest, and apply to claims, such insurance will provide initial coverage and the District will continue its practice of unlimited coverage for such claims, actuarially determined by, and annually paid to, the Captive Insurer.

Traditional Insurance. In addition to the insurance coverage provided by the Captive Insurer, the District maintains various excess property, casualty, and fidelity insurance with varying self-insured retentions. The District's excess property coverage is provided currently through its membership in the Alliant Property Insurance Program ("APIP"), a risk 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 APIP. The current self-insured retention for excess property losses is $25,000,000 per occurrence

maintained through a combination of excess policies with a per occurrence limit of $750 million. With respect to this exposure, the District maintains what it considers to be adequate reserves to cover losses within the self-insured 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 of per occurrence limits and a fidelity crime coverage policy with $5 million in per occurrence limits.

Prior to Fiscal Year 2013-14, the District's liability coverage generally included coverage for sexual misconduct and molestation claims with some limited exceptions as described herein with respect to claims potentially revived and made actionable after the passage of Assembly Bill 218. See "– Sexual Misconduct Cases – Assembly Bill 218 and Statute of Limitations in Childhood Sexual Assault Claims" herein. Liability coverage beginning in Fiscal Year 2013-14 did not include this coverage because the District determined that it was 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 Los Angeles Trust Children's Health Inc., a nonprofit public benefit corporation organized under the laws of the State of California, 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, to the extent such coverage is available. 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 currently maintains excess liability coverage for lawsuit settlements which covers certain sexual misconduct and molestation claims, among others, with a limit of $15 million above a $5 million self-insurance retention; see "Risk Management and Litigation – *Captive Insurance Program*" above.

Workers' Compensation. The District is authorized to self-insure for workers' compensation claims and had previously established a workers' compensation reserve fund for such claims. With the establishment of the Captive Insurer, the District will fund such self-insurance through the Captive Insurer for its workers' compensation liability, which amounts the Captive Insurer will manage, invest, and apply to claims. As described above, a portion of this liability is covered by insurance obtained by the Captive Insurer.

Pollution Legal Liability Policy. The District purchased a pollution legal liability ("PLL") policy through Allied World National Assurance Company with coverage of $10.0 million per incident and $10.0 million in aggregate, effective May 1, 2023 to May 1, 2026.

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 the Los Angeles 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 the Los Angeles Superior Court entitled *Los Angeles Unified School District v. 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 the Los Angeles 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 2021, following a bench trial, the court found that the insurer breached its duty to indemnify the District under one insurance policy at issue in the Miramonte Coverage Action for its settlements of the underlying claims. In the Miramonte Coverage Action and Telfair Coverage Action, the Court has provided guidance to the District in allocating defense costs to exhaustion of the District's self-insured retentions for specific policy periods, which has allowed the District to recover some additional indemnity payments from certain insurers. In the De La Torre Coverage Action, the Court entered judgment in favor of Lexington Insurance Company, and the District has filed a notice of appeal from that judgment. The District is considering its options with respect to additional motion practice and appellate review.

On November 4, 2020, the District filed another round of lawsuits against its insurers, *Los Angeles Unified School District v. Starr Indemnity & Liability Co., et al.* (the "Cahuenga Coverage Action") and *Los Angeles Unified School District v. Ins. Co. of the State of Pennsylvania, et al.* (the "Franklin Coverage Action"), in which it is seeking more than $25 million and $8 million, respectively, in settlement reimbursements plus defense costs relating to underlying litigation involving the alleged abuse of multiple students at Franklin High School and Cahuenga High School. 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 and defense costs in the underlying litigation matters. In 2021, the District moved for summary adjudication to establish that the Insurance Company of State of Pennsylvania (an AIG Co.) had breached its duty to defend the District under a 2002-2003 insurance policy, which the court denied. In April 2024, in the Cahuenga Coverage Action, the Court denied the motion for summary judgment of Starr Indemnity & Liability Company, finding triable issues of fact under the Starr policies. In July 2024, in the Franklin Coverage Action, the Court granted the defendant insurers' motion for summary judgment and entered judgment in favor of the defendants. The District is considering its options with respect to additional motion practice and a limited trial in the Cahuenga Coverage Action.

On September 29, 2022, the District filed a new lawsuit against its insurers, *Los Angeles Unified School District v. Everest National Insurance Company, et al.*, in which it is seeking more than $11 million in settlement reimbursements plus defense costs relating to underlying litigation involving the alleged abuse of multiple students at El Sereno Elementary School. One insurer has reimbursed some, but not all, of the District's defense costs in connection with the underlying litigation. The District cannot predict the final outcome of or remedy imposed by any court with respect to this complaint or the amount, if any, by which any of the insurance providers will reimburse the District for settlements and defense costs in the underlying litigation. In April 2024, the Court granted the motion for summary adjudication by Insurance Company of

State of Pennsylvania regarding its duties to defend and indemnify under a 2003-2004 policy. The District is considering its options with respect to additional motion practice and appellate review.

On June 26, 2024, the District filed a new lawsuit against its insurers, *Los Angeles Unified School District v. Aetna Insurance Company, et al.*, in which it is seeking more than $9 million in settlement reimbursements, declaratory relief that would result in its insurers indemnifying future settlement and/or verdict payments, defense costs incurred to defend approximately sixty lawsuits arising out of sexual abuse allegations from the 1950s, 1960s, and 1970s, and punitive damages. The District cannot predict the final outcome of or remedy imposed by any court with respect to this complaint or the amount, if any, by which any of the insurance providers will reimburse the District for settlements and defense costs in the underlying litigation.

Wrongful Death Cases. In August 2020, the mother of an elementary school student filed a lawsuit seeking unspecified damages in excess of $1,000,000 against the District for the alleged wrongful death of her son on December 26, 2019, after he died from injuries sustained while at a District employee's home, during the employee's non-working hours and when school was out for winter break. The death was later ruled a homicide and the employee was subsequently criminally convicted. A jury trial in the wrongful death matter commenced on July 31, 2023, in the Van Nuys Courthouse of the Los Angeles Superior Court and on August 10, 2023, the jury found the District 90% at fault and plaintiff 10% at fault and awarded plaintiff a total of $30 million. On October 17, 2023, the District brought a motion for a new trial which the Court denied. On November 8, 2023, the District filed its Notice of Appeal seeking to overturn the verdict based on a number of legal grounds, including that the trail court erred in denying the District's Motion for Judgment Notwithstanding Verdict ("JNOV"). Oral arguments before the Court of Appeal of the State of California, Division Three, took place on May 14, 2025. On June 9, 2025, the Court issued an opinion granting the District's appeal and ordering that the judgment in favor of the plaintiff and the order denying the District's motion for JNOV be reversed.

In September 2022, two high school students overdosed in a bathroom on campus after ingesting a pill believed to have been laced with Fentanyl. The students were found on campus after school hours: one deceased in the bathroom and the second student in the courtyard outside the bathroom. The surviving student found in the courtyard was transported to the hospital. On December 12, 2022, the deceased student's mother filed a complaint in the Los Angeles Superior Court against the District seeking unspecified damages for negligence and wrongful death. She has since made an offer to dismiss her lawsuit in exchange for $50 million. Trial in that matter is currently set for May 9, 2025. On October 13, 2023, the surviving student filed a lawsuit against the District in the Los Angeles Superior Court, seeking unspecified damages for negligence. The surviving student has not made any offers to resolve her lawsuit. The trial in that matter is currently scheduled for September 9, 2025.

On March 5, 2024, a high school student was involved in a fight on campus, wherein she allegedly sustained injuries, including head trauma. It is further alleged that as a result of these claimed injuries, the student passed away ten days later. A report issued by the Los Angeles County Medical Examiner's Office concluded that the cause of death was head trauma sustained from a fall down a set of stairs on March 10, 2024, while the decedent was attending a party. On September 20, 2024, the mother and the decedent's estate filed a complaint in the Los Angeles Superior Court against the District, seeking unspecified damages for wrongful death. Trial in the matter is currently set for August 3, 2026 and the litigation is in the discovery phase.

In April 2016, a middle school student experienced sudden cardiac arrest during physical education class and died. On July 21, 2017, the father of the student filed a complaint in the Los Angeles Superior Court against the District, seeking unspecified damages for wrongful death. The case was tried in April 2023, resulting in a $15 million jury verdict. On August 11, 2023, the District filed a Notice of Appeal. The matter was fully briefed and oral argument was held on April 30, 2025. On May 5, 2025, the Court of Appeal issued its opinion affirming the judgment against the District. On May 20, 2025, the District filed a

petition for rehearing, which the Court of Appeal denied on May 28, 2025. The District has determined that no legal basis exists to support a petition for review with the California Supreme Court. Accordingly, the District expects to pay the judgment and is currently in discussions with plaintiff's counsel to determine the final judgment payoff amount, inclusive of post-judgment interest.

Catastrophic Injury Cases. In January 2020, a non-verbal special education student claims to have sustained injury on a District special education campus when he allegedly pulled a soccer goal post net, causing himself and the goal to fall, hitting him on the head. The student underwent emergency cervical spine surgery as a result of the incident, and his medical bills/costs known to date exceed $1,000,000. On January 11, 2022, the court appointed conservator for the student filed a complaint in the Los Angeles Superior Court against the District, seeking unspecified damages. The matter settled on September 23, 2024 for $4.2M and approved by the Board of Education on November 20, 2024.

In February 2017, an elementary school student claimed to have fallen and struck her head during the school day, on campus. On November 22, 2017, the mother of the student filed a complaint in the Los Angeles Superior Court against the District, seeking unspecified damages for traumatic brain injury. Plaintiff alleged the District failed to provide the requisite medical care and failed to contact emergency medical personnel in a timely manner. A verdict was entered against the District in the amount of $7,083,194.86.

In February 2018, a middle school student suffered a non-fatal injury when a gun, brought to school by another student, accidentally discharged in class causing a bullet fragment to strike the student in the temple. A personal injury action was subsequently filed on behalf of the injured student in the Los Angeles Superior Court against the District and other parties seeking unspecified damages for traumatic brain injury. During litigation, the District brought a motion for summary judgment which the trial court granted in its entirety. Plaintiff subsequently appealed the granting of the motion for summary judgment and dismissal of the case and the California Court of Appeal reversed, in part, the trial court's ruling and remanded the matter to the trial court. Plaintiff's last settlement demand was in excess of $20 million. In November 2024 the jury returned a defense verdict; plaintiff is pursuing an appeal.

COVID-19 Distance Learning Lawsuits. On September 24, 2020, a class action lawsuit was filed on behalf of nine named plaintiffs in the Los Angeles Superior Court asserting that the District's instructional plan in response to the COVID-19 pandemic denied plaintiffs' children their basic education rights under the California Constitution. The complaint alleges that the District's distance learning approach was inadequate in that it 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 operative first amended 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. On April 9, 2021, the District's motion to strike certain allegations in the complaint with respect to individualized education program services was granted, but its demurrer to the first amended complaint was overruled. After plaintiffs filed a second amended complaint, the District filed another demurrer. On August 16, 2021, the Court sustained the District's demurrer with leave to amend. The Court further struck plaintiffs' claims seeking retrospective injunctive relief on a class wide basis. Plaintiffs were given 20 days to file an amended complaint. In September 2021, the Court dismissed the action in its entirety, with prejudice, and entered judgment in favor of the defendants, including the District. Plaintiffs subsequently filed a notice of appeal with the Court of Appeal of California, Second Appellate District. On September 19, 2023, the California Court of Appeal issued its decision reversing in part the September 2021 order dismissing the lawsuit. The Court of Appeal found that dismissal of the case and denial of class certification was premature, permitting the plaintiffs to move forward on three of their eight causes of action, but sustaining the dismissal of the remaining claims in favor of the District. The matter has now been remanded back to the trial court to proceed. A proposed settlement has been negotiated and awaits court approval with the hearing scheduled for February 2026.

COVID-19 Employee Vaccinations Lawsuit. Since the Fall of 2021, the District has been named in at least thirty-five different lawsuits challenging the District's previous COVID-19 vaccination mandate, filed by current and former employees and job applicants, asserting various causes of action for wrongful termination, employment discrimination, and violations of Constitutional rights, among other theories of recovery. As of December 2025, sixteen of the thirty-five cases have settled or been resolved in favor of the District. While certain of the lawsuits have been filed on behalf of a single named plaintiff, others are filed on behalf of groups of plaintiffs ranging from 6 to 167. The earliest filed of such actions, *Health Freedom Defense Fund v. Carvalho, et al.*, is presently on appeal before the Ninth Circuit Court of Appeals, following the U.S. District Court for the Central District of California's grant of the District's motion for judgment on the pleadings in September 2022. On June 7, 2024, the Ninth Circuit reversed the Central District of California's decision. On February 4, 2025, the Ninth Circuit ordered En Banc review. On July 30, 2025, the Ninth Circuit En Banc panel affirmed the decision in favor of the District.

In general, the District believes it has strong defenses to these employee vaccination mandate lawsuits, and anticipates that most will result in defense verdicts. Nevertheless, given the inherent uncertainty of litigation and the different factual scenarios presented in each of them, the District faces potential exposure to claims for damages, including lost wages, a claim in at least one case for emotional distress damages, claims for punitive damages, and perhaps most significantly, exposure to potential awards of prevailing party attorneys' fees, which in some employment cases, can reach seven figures. The damages sought in these lawsuits vary significantly, particularly depending on the number of plaintiffs involved, the causes of action asserted, and remedies sought. As such, the District cannot predict the total damages that might be recovered in the event that it does not prevail in one or more of the lawsuits.

Sexual Misconduct Cases. The District is occasionally subject to claims relating to the sexual misconduct of District personnel and other students. There are currently threatened and pending claims against the District brought on behalf of minor students as a result of such alleged sexual misconduct. 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 multiple instances there are demands for several million dollars. The District, however, cannot predict any final award of damages or settlement amounts. The District also cannot predict the damages sought by any threatened litigation.

The District is in the process of analyzing pending claims, the timing of liabilities and potential liabilities, and estimates of liability for claims by class and at levels of potential exposure. Detailed information is not yet final, and this estimate is provided based on certain averages, assumptions, and opinion.

Miramonte. In the Miramonte sexual abuse litigation, involving Mark Berndt (who in 2013 pleaded no contest to 23 felony counts of lewd acts on children and was sentenced to 25 years in prison), there have previously been over $250 million in settlements with 225 students. This amount was a contingent liability reported in the Fiscal Year 2023-24. There are multiple active cases pending with 160 plaintiffs. The earliest trial date is scheduled for May 26, 2026, involving 11 plaintiffs. The other remaining matters do not have trial dates yet.

Assembly Bill 218 and Statute of Limitations in Childhood Sexual Assault Claims. Pursuant to Assembly Bill 218 ("AB 218"), which became effective on January 1, 2020, certain changes were made to the claim prerequisites and the applicable statute of limitations periods for claims of childhood sexual assault, including claims against public entities like the District. AB 218 impacted the District's liability exposure because it (1) extended the statute of limitations periods for claims of childhood sexual assault, (2) did 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, and (3) revived certain claims for which applicable statute of limitations periods have otherwise already expired (if brought within three years

of January 1, 2020). Pursuant to AB 218, a plaintiff's ability to bring a claim was extended to 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. With respect to claims that otherwise would have been barred as of January 1, 2020, AB 218 revived such claims for a period of three years, which period expired on December 31, 2022. In 2023, the California State Legislature passed, and the Governor signed into law, AB 452 which eliminated the statute of limitations for the recovery of civil damages suffered as a result of childhood sexual assault. AB 452 applies prospectively for civil claims that arise on or after January 1, 2024.

Currently, the District has active cases defending a total of 277 AB 218 claimants who allege misconduct by former employees. Since the District is in the middle of litigation on many of the pending AB 218 lawsuits, the District cannot fully predict the extent of its liability in such cases, whether the claimants will prevail, and if so, how a final court decision or settlement agreement with respect to each such lawsuit may affect the financial status, policies or operations of the District, as the nature of the court's remedy and the responses thereto are unknown at the present time.

Current Claims Exposure. Based on information available to the District as of December 31, 2025, the District estimated its liability for claims arising from AB 218 and similar sexual abuse and molestation claims (losses and allocated loss adjustment expenses) at levels of potential exposure of approximately $600 million. This estimate is substantially based on an independent third-party actuarial report, and information received from legal counsel. It should be noted that these cases include a significant number of claimants in the Miramonte sexual abuse litigation matters described above, among others, and does not include that amount settled with claims dismissed. As further described elsewhere herein, this exposure estimate reflects an accounting perspective and the District is in the process of analyzing pending claims. Detailed information is not yet final, and this estimate is provided based on certain averages, assumptions, and opinion.

It is important to note that this projected liability is an estimate, subject to variables including the potential for a changing claims environment over time as may be informed by jury verdicts involving the District and other public agencies subject to the provisions of AB 218 and the results of the District's further analysis of pending claims, with the potential for the movement of claims into higher loss layers than were initially assumed or assumed over time. This potential for claims includes inflation over time, among other variables, and may be inconsistent with the accounting perspective described above and, future loss emergence will likely deviate, perhaps substantially, from these estimates.

Certain recent sexual molestation claims, as described immediately below, have been outside of District expectations and actuarial assumptions at the per claims level and are, for example, respectively, proceeding to trial and approved for settlement on an assumed expectation for coverage since denied. Notwithstanding, the District believes that its expected nominal, central estimate of total liability is within the range of probabilities, based on current claims analysis. As discussed, the estimates herein at this time are subject to the variables described above and necessarily constitute forward looking statements. Actual results may differ or differ materially from those contemplated in such forward-looking statements.

From October 8, 2020, to June 3, 2022, seventeen former elementary school students filed complaints (nine total complaints) in the Los Angeles Superior Court against the District seeking unspecified damages for negligence and the failure to file a mandatory report of suspected child abuse based on allegations that from Fall 1988 to Spring 1991, they were victims of sexual abuse by their 1st grade teacher. The plaintiffs allege District employees knew or should have known of the alleged abuse and failed to take action to remove the teacher and failed to notify the authorities of suspected child abuse. On November 4, 2024, a $68 million settlement was reached subject to Board approval. The Board approved the settlement on January 15, 2025.

On May 12, 2021, three former elementary school students filed a complaint in the Los Angeles Superior Court against the District seeking unspecified damages for negligence and the failure to file a mandatory report of suspected child abuse based on allegations that from Fall 2006 to Spring 2008, they were victims of their 4th grade (for two of the plaintiffs) and 1st grade (for one of the plaintiffs) teacher. The plaintiffs allege District employees knew or should have known of the alleged abuse and failed to take action to remove the teacher and failed to notify the authorities of suspected child abuse. A settlement of $24 million was reached following a second mediation on May 17, 2024, with the District's expectation being that its insurer would pay much of the settlement given applicable coverages. The District Board approved the settlement on September 11, 2024, the same day the District's insurer for the relevant time period denied coverage for the claims. The District is currently weighing all options, including pursuing a coverage action against its insurer.

The District has set aside an amount in its Liability Self-Insurance Fund to pay certain existing claims amounts arising under AB 218. Additional amounts are expected to be provided and available to the Captive Insurer, with required reserves, liabilities and insurance policy premiums determined by the Captive Insurer and charged to the District using actuarial information. The District's total liability arising from existing AB 218 claims may ultimately exceed such amounts. The District expects to amortize payments on remaining claims beyond the year in which they accrue. See "- Assembly Bill 218 and Statute of Limitations in Childhood Sexual Assault Claims" above. While the District may be able to access insurance coverage for a portion of some of the AB 218 claims, the District is not currently able to determine what amount of the total liability may be covered by prior insurance policies or existing insurance policies for excess coverage. The District has identified certain gaps in insurance coverage prior to 1992 for which it is actively investigating the availability of policies that may provide coverage for claims arising from AB 218. Additionally, under AB 218, individuals who were over the age of 26 and under 40 on December 31, 2022, will still be able to timely file a lawsuit until they turn 40, and the District is unable to estimate the potential liability associated with this group of potential claimants.

The California Government Code requires the District to pay each judgment in the fiscal year that it becomes due, to the extent funds are available, or if its funds are not sufficient, in the "ensuing fiscal year immediately upon the obtaining of sufficient funds for that purpose." Such liabilities demanding prompt payment may in the aggregate exceed the amount currently reserved for settlements and monetary damages and not otherwise amortized beyond the year in which they accrue. The District may finance or refinance certain judgments arising from AB 218 and similar claims, essentially refunding claims such that claims liabilities can be spread over several years, whether pursuant to California law applicable to local agencies such as the District, or by court order for a period not to exceed ten years commencing with the judgment or court's order approving a settlement with dismissal of the action. See "Future Financings – AB 218 and Similar Claims." Without amortization of pending and projected claims, such liabilities could decrease the District's net position as of June 30, 2024 from the amount set forth in the District's financial statements for Fiscal Year 2023-24.

Within the District, the treatment of child abuse and related reporting has evolved significantly over the past several decades. Prior to 1981, District employees did not have child abuse and neglect reporting obligations under California law, and there was limited, if any, training provided to District employees. Since 1981, California law mandates District employees to report suspected child abuse or neglect. The District's policies on such reporting have evolved and improved since then consistent with changes to California law. The District currently maintains (a) policies regarding child abuse and neglect reporting, sexual harassment (student-to-student, adult-to-student, and student-to-adult), social media for employees and associated persons, responsible use of technology, and ethics, (b) a code of conduct with students, and (c) protocols and procedures for reporting and investigating allegations of employee misconduct. The District also offers a variety of online and in-person training courses and resources to District employees. Currently, all District employees are subject to background checks prior to employment and are required to complete yearly child abuse training. For further reference, certain of the District's policies, protocols, training materials are made available online at the District's website. The District regularly reviews its

policies, procedures, and protocols with respect to these topics and updates them periodically to address evolving circumstances.

Litigation Regarding September 2022 Cyberattack. Three separate lawsuits remain pending against the District relating to the 2022 cyberattack on the District. The first three cases have been deemed related, with the matter of *M.M., et al. v. Los Angeles Unified School District*, Case No. 22STCV37822, serving as the lead case. The three lawsuits, filed on behalf of named individuals and purported classes of individuals whose personal information was allegedly posted to the dark web as a result of the cyberattack, have been deemed complex, and plaintiffs' counsel filed a consolidated complaint against the District and Defendant Infosys, Ltd. Therein, on February 13, 2024. The District filed its demurrer in response to the consolidated complaint on March 22, 2024. The District's demurrer was sustained as to 14 of 16 causes of action on June 6, 2024, with leave to amend. Plaintiffs filed their First Amended Class Action Complaint on September 27, 2024, asserting twelve causes of action, including several that were subject to the previous demurrer. The parties engaged in mediation on October 24, 2024, but the mediation did not result in a settlement. By order dated May 28, 2025, the court sustained in part, and overruled in part, the District's demurrer to the First Amended Class Action Complaint. The District filed its answer and affirmative defenses and July 28, 2025, and continues to explore opportunities to settle the litigation. For more information related to the cyberattack, see " – Cybersecurity" below.

Charter School Co-Location Policy Litigation. On April 2, 2024, the California Charter Schools Association ("CCSA"), on behalf of itself, member charter schools and students they serve, filed a civil action in the Los Angeles Superior Court, challenging the District Board's September 26, 2023, adoption of the resolution titled, "Creating a Charter Schools Co-Location Policy to Mitigate Impacts Caused by Proposition 39" ("Charter School Co-Location Resolution") and March 19, 2024 approval of the "Proposition 39 Charter Schools Co-Location Policy" ("Charter School Co-Location Policy"). On May 20, 2024, the District filed a demurrer and motion to strike. On July 31, 2024, CCSA filed a Verified First Amended Petition for Writ of Mandate and Complaint for Declaratory Relief ("CCSA First Amended Petition"), asserting two writ causes of action and a declaratory relief cause of action. The CCSA First Amended Petition claims that, among other things, by adopting the Charter School Co-Location Policy, the District has violated its mandatory and non-discretionary duty to comply with the California Education Code. The CCSA First Amended Petition also seeks a preliminary injunction prohibiting the District from implementing the Charter School Co-Location Resolution and the Charter School Co-Location Policy until the merits of the lawsuit have been determined. The CCSA First Amended Petition also alleges that the District has failed to comply with the California Public Records Act by refusing to make records available in response to CCSA's request seeking documents related to the District's Proposition 39 compliance and the development/passage of the Charter School Co-Location Resolution and the Charter School Co-Location Policy. The CCSA First Amended Petition seeks, among other things, a writ of mandate that sets aside the Charter School Co-Location Resolution and the Charter School Co-Location Policy, and rescinds all Board policies, administrative regulations and internal directives or guidance documents that restrict the availability of District facilities to charter schools for any reasons not expressly authorized by state law. Additionally, the CCSA First Amended Petition seeks a writ of mandate that commands the District to comply with the California Public Records Act by promptly providing to CCSA all of the records requested in its request. Further, the CCSA First Amended Petition seeks a declaratory judgment stating that the Charter School Co-Location Resolution and the Charter School Co-Location Policy do not comply with Proposition 39 and are unnecessary, unenforceable, and void. On October 29, 2024, the court issued an order denying CCSA's request for a preliminary injunction. On June 27, 2025, the court issued an order granting in part and denying in part CCSA's First Cause of Action, finding that two provisions in a section of the Charter School Co-Location Policy identifying certain types of school sites where the District "avoids" Proposition 39 co-locations are facially unlawful because they conflict with Proposition 39. However, the court found that the remaining aspects of the Charter School Co-Location Policy are not facially invalid and would need to be considered on a case-by-case basis through an "as applied" challenge. The July 27, 2025 ruling also denied CCSA's Third Cause of Action. On December 1, 2025, the court

issued an order denying CCSA's Second Cause of Action. No other claims remain pending and unresolved. As of December 19, 2025, no final judgment has been entered and no writ of mandate has been issued.

Proposition 28 Litigation. In February 2025, the District's former superintendent, among others, filed a civil action against the District and the Superintendent, alleging misuse of approximately $77 million in taxpayer funds that voters approved pursuant to Proposition 28 to expand arts and music education. The District responded to the complaint with a demurrer and motion to strike, and on November 5, 2025, the District's demurrer was overruled, and its motion to strike Plaintiffs' jury trial demand was granted. The District filed its Answer and Affirmative Defenses on December 5, 2025. The parties are engaging in written discovery and continue to explore a potential settlement.

Cybersecurity

General. The District collects, processes, and distributes large amounts of private, protected and personal information on students, staff, parents, visitors, vendors and contractors. The size of the District's information assets creates a target-rich environment for a variety of threats such as cyber criminals and natural disasters. In March 2020, in response to the COVID-19 pandemic, the District rapidly implemented new remote learning and remote working capabilities, which increased the District's cyberattack surface area. The District implemented additional layers of technical and administrative controls to mitigate remote access risks.

2019 Cyberattack. 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 it was discovered, and no material impact occurred.

August 2022 Outage. In August 2022, a Data Center power outage triggered by a failed electrical transformer owned by Los Angeles Department of Water and Power, resulted in temporary unavailability of some information systems. The District mitigated the risk by increasing electrical line and backup power capacity and successfully performing functional load tests.

September 2022 Cyberattack. On September 3, 2022, the District became aware of a cyberattack on its information technology assets and proactively suspended network traffic in and out of its data centers. In response to such incident, the District swiftly activated its incident response protocol and commenced an investigation with support from Kroll, LLC, an outside cybersecurity firm, to assist with containment, remediation, and forensic analysis. The Microsoft Detection and Response Team also assisted with the forensic investigation. The District also notified local and federal law enforcement agencies and continues to support their ongoing investigations. The District has identified, contained, and remediated the ransomware, and it found no evidence of additional malware related to the cyberattack or any other persistent malicious activity on its network or systems.

The District's investigation of the incident determined that on or about July 31, 2022, the threat actor began conducting digital monitoring of the District's environment remotely using a contractor account to gain unauthorized access to systems. The District did not pay a ransom to the threat actor in connection with the incident. The threat actor posted approximately 500 gigabytes of data it stole from the District to its "leak site" on the dark web. Most of the files exfiltrated by the threat actor were located on the District's facilities servers and systems. The District provided required notifications to those individuals and entities with personal information included among those materials posted by the threat actor. This included employees, former employees, job applicants, and employees and contractors of facilities services division vendors who had personally identifiable information posted. The District offered credit monitoring services to such individuals. Notifications were also provided to individuals, including students and employees, who had personal "medical information" posted in the form of positive COVID-19 test results collected through the District's COVID-19 testing program, and to individuals, mostly former students, who had information contained in student assessment reports, most of which was dated, posted.

As a result of the incident, the District initially restricted access to its servers and systems, including access to user accounts, email, and software applications. Many operations and processes that were automated or facilitated by technology had to be completed manually, and some still remain manual at this time. Nonetheless, school sites remained operational. Most servers and systems were gradually restored within days as they were determined to be safe, with the District's most critical systems being restored first. The District restored certain impacted systems from backups and continues to work to rebuild others. While the District maintains cyber liability insurance, not all costs incurred are covered thereunder, and certain covered costs, which continue to be identified and calculated may ultimately exceed applicable coverage limits. Further, the District implemented various security enhancements in light of the incident.

Three related lawsuits relating to the incident remain pending against the District, which were filed on behalf of individuals allegedly impacted by the cyberattack, and unidentified classes of others impacted. The District cannot predict the outcome or any potential financial impact that may result from such litigation. Further, the District cannot predict whether any other claims or litigation will be filed or estimate any potential financial impact that may result. For more information about the existing lawsuits, see "– Risk Management and Litigation above"

June 2024 Snowflake Incident. On June 6, 2024, the District became aware of a malicious actor purporting to offer certain student and employee data for sale. Upon learning of this, the District launched an investigation and notified law enforcement. The District found no evidence that this incident involved any unauthorized access to its network or systems. Rather, the District's investigation found evidence that the data involved was taken from Snowflake, a cloud-based platform used for mass data storage by a former vendor of the District, and appears to have been stolen in a manner consistent with recently publicized thefts involving numerous Snowflake accounts. After concluding its investigation into the scope and extent of the data impacted, the District took steps to ensure compliance with requirements under the Family Educational Rights and Privacy Act with respect to the incident.

Protective Measures. The District has implemented several protective measures with respect to access requirements to its systems to reduce the likelihood of a similar incident from occurring in the future. The District established an Independent Information Technology Task Force comprised of cybersecurity experts from private and public sectors to develop a set of recommendations to further strengthen the District's cybersecurity. The District has augmented its cybersecurity team, retained cybersecurity service providers, and implemented additional security controls and monitoring of its systems.

To minimize the impact and frequency of cybersecurity incidents, the District previously hired a Director of Information Technology Security in 2016 to develop and implement a risk-based information security management program ("ISMP"). The ISMP is designed 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 Insurance Portability and Accountability Act. The ISMP includes a number of technical, administrative, and physical security safeguards that take into account the District's unique threats and vulnerabilities. The District and its third-party IT vendors are required to carry cyber liability insurance to offset the cost of business disruptions caused by cybersecurity incidents.

No assurance can be made in any networked environment that a future cyberattack or natural disaster would not compromise the confidentiality, integrity or availability of District information assets. The only viable mitigation of cybersecurity risks is a layered defense strategy. The District implements layered defenses as a principal driver of its information security program and continuously monitors the effectiveness of the program to proactively modify it when the cyberattack landscape changes.

Potential Vulnerabilities of Third Parties. The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of *ad valorem* property taxes and its servers and systems for accounting and other matters, as well as other

trustees, fiscal agents, dissemination agents and project management firms. No assurance can be given that future cyber threats and attacks against third party entities or service providers will not directly or indirectly impact the District or the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the District's continuing disclosure undertakings.

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"). From September 2004 through October 2021, the District issued the entire amount of $3,870,000,000 general obligation bonds pursuant to Measure R approved by voters on March 2, 2004 (the "Measure R Authorization"). From February 2006 through October 2021, the District issued the entire amount of $3,985,000,000 general obligation bonds pursuant to Measure Y approved by voters on November 8, 2005 (the "Measure Y Authorization").

A $7,000,000,000 general obligation bond authorization was approved by voters on November 4, 2008 (the "Measure Q Authorization"). Subsequent to the issuance of the Bonds, the District will have issued $5,000,955,000* under the Measure Q Authorization, leaving $1,999,045,000* available under the Measure Q Authorization. A $7,000,000,000 general obligation bond authorization was approved by the voters on November 3, 2020 (the "Measure RR Authorization"). Subsequent to the issuance of the Bonds, the District will have issued $2,170,000,000* under the Measure RR Authorization, leaving $4,830,000,000* available under the Measure RR Authorization.

A $9,000,000,000 general obligation bond authorization was approved by voters on November 5, 2024 (the "Measure US Authorization"). The District has issued $700,000,000 of Measure US general obligation bonds, leaving $8.3 billion available under the Measure US Authorization.

Under the District's general obligation bond program, approximately 24,800 new school construction, rehabilitation, modernization and replacement projects, which are intended to upgrade facilities and improve the learning environment for students, have been completed. In addition, 970 projects valued at approximately $9.7 billion are currently underway, including 725 projects valued at nearly $4.7 billion in pre-construction, and 245 projects valued at nearly $5.0 billion under construction.

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, Measure Q, Measure RR, and Measure US 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 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-24 below.

TABLE A-24
LOS ANGELES UNIFIED SCHOOL DISTRICT
Citizens' Bond Oversight Committee
(As of December 15, 2025)

Member	Community Group Represented
D. Michael Hamner, FAIA, Chair	American Institute of Architects
Robert Campbell, Vice Chair	Los Angeles County Auditor-Controller's Office
Dr. Samantha Rowles, Secretary	LAUSD Student Parent
Patrick MacFarlane, Executive Member	Early Childhood Alliance
Scott Pansky, Executive Member	Los Angeles Area Chamber of Commerce
Neelura Bell	California Charter School Association
Sandra Betts	California Tax Reform Association
Chad Boggio	Los Angeles County Federation of Labor AFL-CIO
Aleigh Lewis	Los Angeles City Controller's Office
Jennifer McDowell	Los Angeles City Mayor's Office
Brian Mello	Associated General Contractors of California
Santa Ramirez	Tenth District Parent Teacher Student Association
Tamar Poladian-Perron	Thirty-First District Parent Teacher Student Association
Melina Lathe	LAUSD Student Parent
Charlotte Lerchenmuller	Senior Citizens' Organization
Dr. Bevin Ashenmiller	Tenth District Parent Teacher Student Association (Alternate)
Ashley Kaiser	Association of General Contractors of California (Alternate)
Rachelle Anema	Los Angeles County Auditor-Controller's Office (Alternate)
Monica Carlos	LAUSD Student Parent (Alternate)
Asha Lang	LAUSD Student Parent (Alternate)
Brenden Sullivan	Tenth District Parent Teacher Student Association (Alternate)

The following Table A-25, Table A-26, Table A-27, Table A-28, Table A-29, Table A-30 and Table A-31 set forth the outstanding series of general obligation bonds and the amount outstanding as of January 5, 2026, under the Proposition BB, Measure K, Measure R, Measure Y, Measure Q, Measure RR, and Measure US Authorizations, respectively. The tables below do not reflect the issuance of the Bonds. For more information, see "PLAN OF FINANCE" in the forepart of this Official Statement.

TABLE A-25
LOS ANGELES UNIFIED SCHOOL DISTRICT
Proposition BB (Election of 1997) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
2016 Refunding Bonds, Series A[(1)]	202,420	17,590	April 5, 2016
2017 Refunding Bonds, Series A[(1)]	139,265	31,285	May 25, 2017
TOTAL	$341,685	$48,875	

[(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-26
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure K (Election of 2002) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 1, 2026	Date of Issue
2016 Refunding Bonds, Series B[(1)]	$ 227,535	$ 203,010	September 15, 2016
2017 Refunding Bonds, Series A[(1)]	941,565	285,115	May 25, 2017
2019 Refunding Bonds, Series A[(1)]	153,285	100,455	May 29, 2019
2020 Refunding Bonds, Series A[(1)]	112,350	105,880	October 6, 2020
2021 Refunding Bonds, Series B[(1)]	48,855	32,010	November 10, 2021
2024 Refunding Bonds, Series A[(1)]	193,740	183,805	April 30, 2024
TOTAL	$1,677,330	$910,275	

(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-27
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure R (Election of 2004) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
2016 Refunding Bonds, Series A[(1)]	$ 56,475	$ 8,300	April 5, 2016
2016 Refunding Bonds, Series B[(1)]	176,455	176,455	September 15, 2016
2019 Refunding Bonds, Series A[(1)]	349,350	222,935	May 29, 2019
Series RYQ Bonds (2020)	36,000	27,030	April 30, 2020
2020 Refunding Bonds, Series A[(1)]	113,150	85,310	October 6, 2020
Series RYRR (2021)	123,990	98,510	November 10, 2021
2024 Refunding Bonds, Series A[(1)]	1,243,800	1,136,900	April 30, 2024
2025 Refunding Bonds, Series A[(1)]	20,035	20,035	May 13, 2025
TOTAL	$2,119,255	$1,775,475	

(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-28
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure Y (Election of 2005) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
Series J Bonds (2010) (Qualified School Construction Bonds)	$ 290,195	290,195[2]	May 6, 2010
2016 Refunding Bonds, Series A[1]	92,465	860	April 5, 2016
2016 Refunding Bonds, Series B[1]	96,865	96,865	September 15, 2016
Series M-1 Bonds (2018)	117,005	94,800	March 8, 2018
2019 Refunding Bonds, Series A[1]	91,970	60,310	May 29, 2019
Series RYQ Bonds (2020)	182,000	136,650	April 30, 2020
2020 Refunding Bonds, Series A[1]	76,500	74,215	October 6, 2020
Series RYRR (2021)	70,150	55,735	November 10, 2021
2024 Refunding bonds, Series A[1]	1,537,405	1,500,150	April 30, 2024
2025 Refunding bonds, Series A[1]	33,485	33,485	May 13, 2025
TOTAL	$2,588,040	$2,343,265	

[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 $229.565 million for fiscal years 2018-19 through 2025-26.
Source: Los Angeles Unified School District.

TABLE A-29
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure Q (Election of 2008) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
Series A Bonds (2016)	$ 648,955	$ 111,145	April 5, 2016
Series B-1 Bonds (2018)	1,085,440	885,455	March 8, 2018
Series RYQ Bonds (2020)	724,940	544,300	April 30, 2020
Series C Bonds (2020)	1,057,060	787,260	November 10, 2020
2021 Refunding Bonds, Series A[1]	164,095	127,355	April 29, 2021
Series QRR (2022)	100,000	94,480	November 22, 2022
Series QRR (2023)	525,000	465,650	November 7, 2023
Series QRR (2024)	525,000	370,155	October 8, 2024
2025 Refunding Bonds, Series A[1]	194,825	194,825	May 13, 2025
TOTAL	$5,025,315	$3,580,625	

[1] Refunding bonds issued to refund general obligation bonds, which were issued pursuant to the Measure Q Authorization, are not counted against Measure Q Authorization of $7.00 billion.
Source: Los Angeles Unified School District.

TABLE A-30
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure RR (Election of 2020) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
Series RYRR (2021)	$ 300,000	$ 238,345	November 10, 2021
Series QRR (2022)	400,000	309,060	November 22, 2022
Series QRR (2023)	325,000	299,775	November 7, 2023
Series QRR (2024)	575,000	405,405	October 8, 2024
TOTAL	$1,600,000	$1,252,585	

Source: Los Angeles Unified School District.

TABLE A-31
LOS ANGELES UNIFIED SCHOOL DISTRICT
Measure US (Election of 2024) Bonds
($ in thousands)

Bond Issue	Aggregate Principal Amount	Outstanding Amount as of January 5, 2026	Date of Issue
Election of 2024, US Series A-1 (2025)	$ 430,780	$ 430,780	May 13, 2025
Election of 2024, US Series B (2025)	239,575	239,575	May 13, 2025
TOTAL	$670,355	$670,355	

Source: Los Angeles Unified School District.

Lease Obligations and Certificates of Participation. As of January 5, 2026, the District has outstanding lease obligations in the form of COPs in the aggregate principal amount of approximately $206.2 million. The District estimates that the aggregate payment of principal and interest evidenced by COPs will be approximately $268.1 million until the final maturity thereof. The District's lease obligations are not subject to acceleration in the event of a default thereof. The following Table A-32 sets forth the District's existing lease obligations paid from the District General Fund with respect to its outstanding COPs as of January 5, 2026. See " – Future Financings – *Lease Financings*" for more information.

TABLE A-32
LOS ANGELES UNIFIED SCHOOL DISTRICT
Certificates of Participation Lease Obligations Debt Service Schedule[1]
(as of January 5, 2026)

Fiscal Year Ending (June 30)	Paid From General Fund[2][3]
2026	$ 4,659,568[4]
2027	28,515,337
2028	28,519,704
2029	28,507,595
2030	26,762,202
2031	26,758,791
2032	16,351,750
2033	16,347,075
2034	16,340,500
2035	16,332,675
2036	14,755,750
2037	14,755,375
2038	14,757,375
2039	14,760,000
Total[3]	$268,123,696

(1) The lease payments reflect the net obligations of the District due to the defeasance of certain COPs.
(2) The District expects to pay all or a portion of the final debt service payments evidenced by certain series of COPs from funds on deposit in the related debt service reserve fund.
(3) Total may not equal sum of component parts due to rounding.
(4) Only reflects remaining debt service for fiscal year ending June 30, 2026, as of January 1, 2026. Total debt service for fiscal year ending June 30, 2026 is $28.5 million.

Source: Los Angeles Unified School District.

Judgment Obligation Bonds. As of January 1, 2026, the District has outstanding judgment obligation bonds in the aggregate principal amount of $308.2 million.

TABLE A-33
LOS ANGELES UNIFIED SCHOOL DISTRICT
Judgment Obligation Bonds Debt Service Schedule
(as of January 1, 2026)

Fiscal Year Ending (June 30)	Paid From General Fund[1]
2026	$ 7,599,345[2]
2027	29,597,353
2028	29,583,090
2029	29,570,429
2030	29,548,589
2031	29,517,432
2032	29,486,070
2033	29,454,445
2034	29,416,736
2035	29,380,095
2036	29,346,446
2037	29,308,979
2038	29,269,219
2039	29,226,389
2040	29,179,146
2041	29,133,519
Total[1]	$448,617,280

(1) Total may not equal sum of component parts due to rounding.
(2) Only reflects remaining debt service for fiscal year ending June 30, 2026, as of January 1, 2026. Total debt service for fiscal year ending June 30, 2026 is $11.1 million.
Source: Los Angeles Unified School District.

Tax and Revenue Anticipation Notes. The District has no outstanding Tax and Revenue Anticipation Notes and does not intent to issued tax and revenue anticipation notes in fiscal year 2025-26.

Limitations Related to Receipt of Federal Subsidy Payments. Federal policies involving taxation, appropriations, borrowing (including the debt ceiling), trade (including tariffs), immigration, climate, change, clean energy, and other topics can shift, sometimes dramatically, from one presidential administration or Congress to another. From time to time, such shifts can result in reductions to the level of federal funding for a variety of policy priorities, including transportation, housing, healthcare, social services, and other federally funded programs.

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 (the "Budget Control Act") and the American Taxpayer Relief Act of 2012 (the "Taxpayer Relief Act"). 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 J (Qualified School Construction Bonds) (the "Series J Bonds"), are subject to sequestration. 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, enacted in December 2013, the District's Direct Pay Bonds are subject to the full amount of sequestration budget cuts. The federal subsidy for the Direct Pay Bonds for the federal fiscal year ended September 30, 2023, was reduced by 5.7%, and the U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% through federal fiscal year ending 2031. During the federal fiscal year ended September 30, 2025, the sequester resulted in a reduction

in the aggregate amount of approximately $0.9 million with respect to the refundable credits for the Series J Bonds.

Congress can terminate, extend or otherwise modify reductions in federal subsidy payments on Direct Pay Bonds due to sequestration at any time. Furthermore, due to recent federal legislation, it was reported that the Congressional pay-as-you-go or PAYGO budget rule and scorecard could increase the overall sequestration percentage from the current level of 5.7% (under the Budget Control Act) to 100%. The Consolidated Appropriations Act of 2023, enacted in December 2022, prevented the PAYGO sequestration provisions from being triggered in January 2023 and delaying PAYGO sequestration until January 2025, absent further legislation. Accordingly, the District cannot predict what action, if any, that Congress may take with respect to the federal subsidy and its impact on the District's Direct Pay Bonds in future federal fiscal years. The District's Series J Bonds, however, 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 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 J Bonds when due regardless of the amount of federal subsidy.

Recently, several such policy shifts, including delays in grants and other appropriations, have been proposed or promulgated through presidential executive orders, and other official and unofficial actions at the federal level. The District receives federal funding for certain of its programs.

See "RISK FACTORS – Federal Funding" in the front part of this Official Statement for information on recent actions of the current federal administration related to a potential loss of Federal funding. The District cannot predict any action to be taken in carrying out the executive orders nor its effect on the District's federal funding or operations of the District.

Overlapping Debt Obligations

Set forth in Table A-33 on the following page is the report prepared by California Municipal Statistics Inc., which provides information with respect to direct and overlapping debt within the District as of June 1, 2025 (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.

(*remainder of page intentionally blank*)

The first column in Table A-34 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-33) 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-34
LOS ANGELES UNIFIED SCHOOL DISTRICT
Schedule of Direct and Overlapping Bonded Debt
As of June 1, 2025

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 Q Authorization, the Measure RR Authorization or the Measure US 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 2025-26 is approximately $___ billion, which results in a total bonding capacity of approximately $____ billion. The District's available capacity for the issuance of new general obligation bonds is approximately $___ billion, as of ____, 2025. The fiscal year 2025-26 assessed valuation of property within the District's boundaries of approximately $_____ billion reflects an increase of ____% from fiscal year 2024-25. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Assessed Valuation of Property Within the District" in the forepart of this Official Statement and "CALIFORNIA CONSTITUTIONAL AND STATUTORY PROVISIONS RELATING TO AD VALOREM PROPERTY TAXES, DISTRICT REVENUES AND APPROPRIATIONS – Article XIIIA of the State Constitution" herein. See also "RISK FACTORS – Natural Disasters, Drought, Climate Change and Sea Level Rise – Wildfires – 2025 Wildfires" in the forepart of this Official Statement.

The District has $[___] authorized and unissued general obligation bond authorization remaining under the Measure Q Authorization and $[___] authorized and unissued general obligation bond authorization remaining under the Measure RR Authorization. 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, Measure Q, Measure RR, and Measure US, the District Board does not guarantee that the respective bonds authorized and issued under the Proposition BB, Measure K, Measure R, Measure Y, Measure Q, Measure RR, and Measure US 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. In particular, the District may utilize lease financing, from time to time, to fund projects that are not eligible to be funded with general obligation bond proceeds, that are not authorized to be funded under existing general obligation bond measures, or for which there is not sufficient general obligation bond authorization to fund. See also "– District Financial Policies and Related Practices – Debt Management Policy" herein.

AB 218 and Similar Claims. With respect to a portion of the District's pending and potential liabilities for sexual misconduct and similar claims including those brought pursuant to AB 218, the District has approved the issuance of certain judgment obligation notes and bonds for the refinancing and amortization of such claims resulting in settlement and final judgment of the court. On July 9, 2025, the District issued its Judgment Obligation Bonds, Series 2025A (Federally Taxable) in the principal amount of $308,150,000. See "DISTRICT FINANCIAL INFORMATION – Risk Management and Litigation – *Sexual Misconduct Cases*."

The refinancing and amortization of these claims over a ten-to-twenty-year period as general unsecured obligations of the District payable from legally available revenues will result in more manageable annual payment obligations in the near term and minimize detrimental impacts upon the District's operations and currently enrolled and future students. To provide for the issuance of the judgment obligation notes and bonds, the District Board adopted an approving resolution and the District filed a complaint in the Los Angeles Superior Court for judicial validation in June 2024. Judicial validation is necessary for the District to deliver the notes, bonds and related agreements to the satisfaction of lenders and bond investors as legally enforceable obligations of the District meeting an exception to the constitutional debt limitation under the California constitution. The court entered a judgment in the District's favor on April 24, 2025 to the effect, among other things, that the District has the authority under California law to issue the Series 2025A Bonds, and that the Bonds, Indenture, and refunding of the 2024-25 Notes are valid, legal, and binding obligations of the District under California law. Pursuant to Section 870 of the California Code of Civil Procedure and Rule 2(a) of the California Rules of Court, the period during which a notice of appeal to this judgment could be timely filed expired on May 27, 2025 and the judgment is binding and conclusive in accordance with California law. Pursuant to the proceedings, the aggregate dollar amount of Judgments to be refunded by the Bonds cannot exceed $500,000,000.

Tax and Revenue Anticipation Notes. The District may issue tax and revenue anticipation notes for purposes of paying obligations of the District payable or accruing during current or future fiscal years, particularly as an interim financing mechanism in connection with its refinancing of claims arising from AB 218 and similar claims. See "– AB 218 and Similar Claims" above. The District may also issue tax and revenue anticipation notes in future fiscal years depending on State and federal funding.

Judgment Obligation Bonds. The District issued its Judgment Obligation Bonds, Series 2025A (Federally Taxable) in the principal amount of $308,150,000, in order to refund certain Series 2025A judgments and to pay the District's outstanding 2024-25 tax and revenue anticipation notes issued as an interim financing mechanism in connection with its refinancing of claims arising from AB 218 and similar claims, as well as to pay certain claims arising from AB 218 and similar claims. See "– AB 218 and Similar Claims" above. The District may issue judgment obligation bonds in future fiscal years as well.

Non-Revolving Line of Credit. In order to pay judgments resulting from claims arising under AB 218 in the interim prior to the issuance of judgment obligation bonds as described above, the District has entered into a Non-Revolving Credit Agreement with Royal Bank of Canada pursuant to which the District may draw up to $196,418,801.79 (the "Line of Credit") through November 19, 2027. Draws on the Line of Credit bear interest at a variable interest rate and are payable from any available moneys of the District but are intended to be paid from proceeds of judgment obligation bonds. Currently, the District has outstanding draws on the Letter of Credit in the amount of $29,997,725.80. The District may draw an

additional $166,421,075.99 from the Line of Credit. The District expects to issue future judgment obligation bonds to pay off the Line of Credit.

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. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – California Constitutional and Statutory Provisions Relating to *Ad Valorem* Property Taxes – *Article XIIIA of the California Constitution*" in the forepart of this Official Statement.

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 "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Assessed Valuation of Property Within the District" 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.

Proposition 19

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment ("Proposition 19"), which amends Article XIIIA to (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection. The District cannot make any representation regarding the effect Proposition 19 may have on District revenues or the assessed valuation of real property in the District. The District cannot provide make any representation regarding the effect Proposition 19 may have on District revenues or the assessed valuation of real property in the District. Any reduction of assessed valuation, however, would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service on to the Bonds.

State-Assessed Utility Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions. Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. Such State-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, non-utility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula.

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 2025-26 State Budget Proposal projects that the State will not be below its appropriations limit (also referred to as the Gann Limit) for fiscal year 2025-26. The District Board adopted the annual appropriation limit for both fiscal year 2023-24 and fiscal year 2024-25 of approximately $4.00 billion and $4.06 billion, respectively. 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.

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 school 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 school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds 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 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 2024-25 State Budget suspends the Proposition 98 guarantee in 2023-24, which is projected to create a maintenance factor payment to be paid in future fiscal years of approximately $8.3 billion in 2023-24 and $4.1 billion in 2024-25. The maintenance factor obligation will be paid in addition to the Proposition 98 guarantee funding in 2024-25. The 2024-25 State Budget projects the Proposition 98 guarantee to fall under Test 1 for fiscal year 2023-24, resulting in funding estimates of $103.7 billion in fiscal year 2022-23, $98.5 billion in fiscal year 2023-24, and $115.3 billion in fiscal year 2024-25. For more information on the Proposition 98 funding under the 2024-25 State Budget, see "STATE FUNDING OF SCHOOL DISTRICTS – State Budget Act –2024-25 State Budget" herein. The 2025-26 Proposed State Budget, due to the implementation of universal transitional kindergarten, estimates that the Proposition 98 guarantee will fall under Test 1 for fiscal year 2025-26 and will increase to $199.2 billion for fiscal year 2024-25 and $118.9 billion in 2025-26. The 2025-26 Proposed State Budget expects an increased repayment of $5.6 billion for the maintenance factor obligation, lowering the remaining balance to $2.9 billion. There is no scheduled repayment proposed for fiscal year 2025-26. See also "- 2025-26 State Budget."

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, Measure Q, Measure RR, and Measure US 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. The voters, however, approved on November 8, 2016 the California Tax Extension to Fund Education and Healthcare Initiative ("Proposition 55"), which extended 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 BSA 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.

Budget Stabilization Account. The Proposition 2 constitutional amendments related to the BSA (i) require deposits into the BSA whenever capital gains revenues rise to more than 8% of general fund tax revenues; (ii) set the maximum size of the BSA 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 (defined herein as the "Proposition 98 Rainy Day Fund") 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 Proposition 98 Rainy Day Fund unless the State is in a Test 1 year under Proposition 98 or in any year in which a maintenance factor is created. For more information on limitations on school district reserves and the District's commitment of funds in fiscal years 2022-23 and 2023-24, see "STATE FUNDING OF SCHOOL DISTRICTS – Limitations on School District Reserves."

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 Proposition 98 Rainy Day Fund, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an ADA of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

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 Proposition 98 Rainy Day Fund 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.

Although the 2024-25 State Budget provides for a discretionary payment of approximately $1.1 billion to the Proposition 98 Rainy Day Fund in fiscal year 2024-25, the 2024-25 State Budget also provides for a withdrawal of the entire $8.4 billion balance in the Proposition 98 Rainy Day Fund in fiscal year 2023-24, leaving a projected balance of $1.1 billion at the end of fiscal year 2024-25. The 2025-26 State Budget replaces the discretionary payment of $1.1 billion into the Proposition 98 Rainy Day Fund in 2024-25 with a mandatory payment of $1.2 billion, and another mandatory payment in 2025-26 of $376 million. School district reserve caps will not be triggered in fiscal year 2024-25 and are not projected to be triggered in fiscal year 2025-26. The District, which has an ADA of over 250,001 students, is required to maintain a reserve for economic uncertainty in an amount equal to 1% of its general fund expenditures and other financing uses. For more information on limitations on school district reserves and the District's commitment of funds in fiscal year 2023-24, see "STATE FUNDING OF SCHOOL DISTRICTS – Limitations on School District Reserves" and "- 2025-26 State Budget."

The District does not expect SB 858 or SB 751 to adversely affect its ability to pay the principal of and interest on the Bonds as and when due.

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. Typically, the District receives State funds from the below mentioned propositions. As a result, as of January 1, 2025, the District has received $296.84 million in General Funds.

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 January 1, 2025, the District has received approximately $949.88 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 January 1, 2025, the District has received approximately $2.31 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 the State'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 January 1, 2025, the District has received approximately $819.50 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 January 1, 2025, the District has received approximately $397.31 million in funds attributable to Proposition 51.

Proposition 2 (2024). The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair and Safety Bond Act of 2024 (also known as Proposition 2 and referred to herein as "Proposition 2 (2024)") was a ballot measure that was approved by State voters on November 5, 2024. Proposition 2 (2024) authorizes the sale and issuance of $10 billion in State general obligation bonds for the repair, upgrade and construction of facilities at K-12 public schools, community colleges and career technical education programs, including the development of health and safety conditions. Proposition 2 (2024) includes $3.3 billion for the new construction of K-12 facilities and an additional $4 billion for the modernization of existing K-12 facilities. Up to $10 million of the allocation for new constructions will be reserved for small school districts with an enrollment of fewer than 2,501 students. Of the $4 billion assigned for modernization of existing K-12 facilities, up to $115 million will be allocated for the repairment of lead in water at school facilities. In addition, a total of $1.2 billion will be available for the modernization and new construction of charter school facilities ($600 million) and technical education facilities ($600 million). The State will award funds to technical education and charter school through an application process, and charter schools must be deemed financially sound before project approval. The District is pursuing but cannot guarantee that it will qualify for or receive Proposition 2 (2024) State facilities funding.

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.

Population

The following Table A-35 sets forth the estimates of the population of the City, the County and the State in calendar years 2021 through 2025.

TABLE A-35
POPULATION ESTIMATES
2021 through 2025

Year (as of January 1)	City of Los Angeles	County of Los Angeles	State of California
2021	3,879,845	9,966,353	39,369,530
2022	3,823,241	9,870,212	39,179,680
2023	3,808,185	9,834,286	39,228,444
2024	3,819,600	9,484,643	39,420,663
2025	3,835,263	9,876,811	39,529,101

Source: Department of Finance, 2020 Census Benchmark.

Income

The following Table A-36 sets forth the median household income for the City, the County, the State and the United States for calendar years 2020 through 2024.

TABLE A-36
MEDIAN HOUSEHOLD INCOME[1]
2020 through 2024

Year	City of Los Angeles	County of Los Angeles	State of California	United States
2020	65,290	71,358	78,672	64,994
2021	70,372	77,456	84,907	69,717
2022	76,135	82,516	91,551	74,755
2023	79,701	86,587	95,521	77,719
2024	82,263	90,845	100,149	83,730

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

The following Table A-37 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 2024.

TABLE A-37
INCOME GROUPINGS 2024[1]
(Percent of Households)

Income Per Household	City of Los Angeles	County of Los Angeles	State of California	United States
$24,999 & Under	17.4%	14.3%	12.6%	14.4%
$25,000-49,999	14.7	13.9	12.8	16.2
$50,000 & Over	67.8	71.7	74.6	69.4

(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-38 sets forth wage and salary employment in the County from calendar years 2020 through 2024.

TABLE A-38
LABOR FORCE AND EMPLOYMENT IN THE COUNTY OF LOS ANGELES[(1)]
2020 through 2024

	2020	2021	2022	2023	2024
Civilian Labor Force	4,972,600	4,999,700	5,021,800	5,055,300	5,109,800
Employment	4,363,200	4,551,600	4,771,700	4,799,000	4,812,600
Unemployment	609,400	448,100	250,100	256,200	297,200
Unemployment Rate	12.3%	9.0%	5.0%	5.1%	5.8%
Wage and Salary Employment					
Farm	4,400	4,600	4,800	4,700	4,800
Mining and Logging	1,700	1,600	1,700	1,700	1,700
Construction	146,600	149,000	151,300	151,200	150,900
Manufacturing	315,400	313,100	321,700	318,400	310,800
Trade, Transportation and Utilities	784,600	814,000	833,500	822,900	814,000
Information	191,100	208,800	234,900	193,100	189,800
Financial Activities	213,200	213,200	215,700	210,900	208,700
Professional and Business Services	601,000	630,800	666,900	656,800	657,800
Educational and Health Services	821,700	844,400	871,100	920,300	969,400
Leisure and Hospitality	393,700	434,200	512,400	534,100	537,400
Other Services	128,800	135,700	153,000	157,400	158,400
Government	570,200	560,200	570,000	582,200	591,100
Total[(1)]	4,172,500	4,309,700	4,536,900	4,553,700	4,594,700

[(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-39 sets forth taxable sales in the County for the calendar years 2020 through 2024.

TABLE A-39
COUNTY OF LOS ANGELES
TAXABLE TRANSACTIONS[1]
2020 through 2024
($ in thousands)

Type of Business	2020	2021	2022	2023	2024
Motor Vehicle and Parts Dealers	$ 18,534,326	$ 23,555,049	$ 25,236,081	$ 23,452,327	$ 22,342,073
Home Furnishings and Appliance Stores	6,608,482	8,177,309	7,682,325	6,977,305	6,828,450
Building Materials and Garden Equipment and Supplies Dealers	9,556,946	10,450,185	10,997,781	10,640,811	10,598,631
Food and Beverage Stores	7,650,294	7,861,401	8,137,012	8,224,646	8,470,793
Gasoline Stations	8,132,307	12,405,237	16,114,153	14,239,588	13,272,921
Clothing and Clothing Accessories Stores	9,498,705	13,957,944	14,388,631	13,904,314	14,129,936
General Merchandise Stores	12,263,784	14,541,309	15,072,717	14,514,788	14,407,505
Food Services and Drinking Places	17,006,158	23,577,050	27,861,821	29,314,178	30,112,124
Other Retail Group	24,164,972	24,407,441	24,618,548	24,281,294	23,658,601
Total Retail and Food Services	$113,415,974	$138,932,925	$150,109,069	$145,470,173	$143,821,035
All Other Outlets	$ 44,322,010	$ 53,340,253	$ 62,671,752	$ 61,880,723	$61,989,033
TOTAL ALL OUTLETS	$157,737,984	$192,273,178	$212,780,821	$207,350,896	$205,810,69

[1] Totals may not equal sum of component parts due to rounding.
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-40 sets forth the major employers in the County as of August 2025.

TABLE A-40
COUNTY OF LOS ANGELES
MAJOR EMPLOYERS[1]
2025

Employer	Product/Service	Employees
Los Angeles County	Government	117,000
Los Angeles Unified School District	Education	78,874
University of California, Los Angeles	Education	57,411
Kaiser Permanente Southern California	Nonprofit health plan	47,897
City of Los Angeles[2]	Government	34,320
University of Southern California	Private university	25,741
Cedars-Sinai	Healthcare organization	18,087
Northrop Grumman Corp.	Systems and products in aerospace, electronics and information systems	16,600
Walt Disney Co.	Media and entertainment	13,400
NBCUniversal	Media and entertainment	13,000
UPS	Logistics, transportation and freight	12,000
Los Angeles Department of Water & Power	Energy	12,000
Providence	Health care	11,500
Home Depot	Home improvement retailer	11,000
Target Corp.	Retailer	11,000
Boeing Co.	Aerospace and defense, commercial jetliners, space and security systems	10,700
Long Beach Unified School District	Education	10,000
Albertsons Cos.	Retail grocer	10,000
California Institute of Technology	Private university, operator of Jet Propulsion Laboratory	8,396
AT&T Inc.	Telecommunications, DirecTV, cable, satellite and television provider	8,000
Amazon	Online retailer	7,000
Allied Universal	Provider of security services and technology solutions	6,800
City of Hope	Treatment and research center for cancer, diabetes, and life-threatening diseases	6,700
City of Long Beach	Government	5,581
Bank of America Corp.	Banking and financial services	5,530
Children's Hospital Los Angeles	Nonprofit freestanding children's hospital	5,305
Costco Wholesale	Membership chain of warehouse stores	5,300
Los Angeles County Metropolitan Transportation Authority	Transportation	5,000
California State University, Northridge	Education	4,807
Capital Group	Financial services	4,600
California State University, Long Beach	Education	4,458
Pomona Unified School District	Education	4,000
Los Angeles World Airports	Airport authority owner and operator	3,500
Antelope Valley Medical Center	High quality, compassionate healthcare to the community since 1955	2,800
Cal Poly Pomona	Education	2,710
Cal State Dominguez Hills	Education	2,700
Deloitte LLP and subsidiaries	Audit, tax, advisory and consulting services	2,610
California State University, Los Angeles	Education	2,575
Glendale Unified School District	Education	2,200
City of Santa Monica	Government	2,000
City of Pasadena	Government	2,000
Montebello Unified School District	Education	1,900
Santa Monica Community College District	Education	1,800
Antelope Valley Union High School District	Education	1,200
Conejo Valley School District	Education	1,100
Port of Los Angeles	Trade gateway	1,009
Mt. San Antonio Community College District	Education	1,000

[1] This information was provided by representatives of the employers, company financial and annual budget reports, company LinkedIn profiles. Government agencies and companies are ranked by the current number of full-time employees in the County. Several organizations and companies may have qualified for this list but failed to submit information or do not break out local employment data.
[2] Excludes proprietary departments (LADWP, LAWA, Port of LA).
Source: "Largest Public-Sector Employers" and "Largest Private Sector Employers," *Los Angeles Business Journal*, August 26-September 1, 2025.

Construction

The following Table A-41 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 2020 through 2024.

TABLE A-41
CITY OF LOS ANGELES
PERMIT VALUATIONS AND UNITS OF CONSTRUCTION[(1)]
2020 through 2024
($ in thousands)

Year	New Residential Valuation	New Single Family Dwelling Units	New Multi-Family Dwelling Units	Total New Units
2020	$3,235,640	1,887	10,448	12,335
2021	3,013,650	2,469	11,667	14,136
2022	3,783,606	3,042	13,049	16,091
2023	2,389,320	689	8,438	9,127
2024[(2)]	1,294,450	349	2,982	3,331

(1) Total may not equal sum of component parts due to rounding.
(2) Values include data through June 30, 2024.
Source: California Homebuilding Foundation | Construction Industry Research Board.

The following Table A-42 sets forth information with respect to building permits and building valuations in the County from 2020 through 2024.

TABLE A-42
COUNTY OF LOS ANGELES
BUILDING PERMITS AND VALUATIONS[1]
2020 through 2024

	2020	2021	2022	2023	2024[2]
Residential Building Permits (Units)					
New Residential Permits					
Single Family	6,198	7,327	8,301	2,462	1,207
Multi-Family	14,056	16,718	18,912	7,769	4,381
Total Residential Building Permits	20,254	24,045	27,213	10,231	5,588
Building Valuations ($ in millions)					
Residential Building Valuations					
Single Family	$1,874	$2,086	$2,180	$1,056	$ 575
Multi-Family	2,790	3,027	3,524	1,369	681
Alterations and Additions	1,014	908	1,423	1,060	1,112
Residential Building Valuations Subtotal	$5,678	$6,021	$7,127	$3,485	$2,369
Non-Residential Building Valuations					
New Industrial Buildings	$ 32	$ 28	$ 25	$ 129	$ 3
Office Buildings	242	162	69	75	103
Store & Other Mercantile	897	170	879	348	146
Hotels and Motels	232	53	40	68	0
Alterations and Additions	1,241	946	2,417	1,352	918
Amusement and Recreation	2	38	3	15	113
Parking Garages	103	0	80	445	99
Service Stations and Repair Garages	72	1	6	1	0
Other	691	466	661	497	261
Non-Residential Building Valuations Subtotal	$3,513	$1,863	$4,184	$2,929	$1,642
Total Building Valuations	$9,191	$7,884	$11,311	$6,414	$4,011

[1] Totals may not equal sum of component parts due to rounding.
[2] Values include data through June 30, 2024.
Sources: California Homebuilding Foundation | Construction Industry Research Board.

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.

"ACFR" means annual comprehensive financial report.

"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.

"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.

"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.

"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.

TAB 3

Los Angeles Unified School District
333 South Beaudry Ave,
Los Angeles, CA 90017

Board of Education Report

File #: Rep-297-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Charter Schools Division

Approval of the Renewal Petition for ICEF View Park Preparatory High [PUBLIC HEARING]
Charter Schools Division

Brief Description:
(Approval of the Renewal Petition for ICEF View Park Preparatory High) Recommends approval of the renewal petition for ICEF View Park Preparatory High, a Middle performing, Start-Up Independent charter school, located in Board District 1 and Region South, for five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 500 students in grades 9-12 in each year of the charter term.

Action Proposed:
Approve the renewal petition for ICEF View Park Preparatory High ("Charter School"), a Start-Up Independent charter school, located in Board District 1 and Region South, for five (5) years, beginning July 1, 2026 until June 30, 2031, to serve up to 500 students in grades 9-12 in each year of the charter term. Charter School is requesting to reduce enrollment from 600 to 500 students to align with its enrollment projections based on its enrollment trends in the current term. The recommendation for approval is based on the information set forth in the attached Staff Assessment and Recommendation Report.

Background:
ICEF View Park Preparatory High is a 9-12 school currently serving 320 students on a private facility at 5701 S. Crenshaw Blvd, Los Angeles, CA, 90043 in Board District 1 and Region South. ICEF View Park Preparatory High was originally approved by the LAUSD Board of Education on March 11, 2003. On December 5, 2017, the charter school was renewed for a five-year term to serve 600 students in grades 9-12. Pursuant to Education Code section 47607.4, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for ICEF View Park Preparatory High expires June 30, 2026.

On November 13, 2025, ICEF View Park Preparatory High submitted its charter renewal petition application to the Charter Schools Division seeking to continue operations of its independent charter school. The 90-day statutory timeline for Board action on this petition runs through February 11, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to March 10, 2026.

An initial Public Hearing was held on December 16, 2025.

Based on a comprehensive review and assessment of Charter School's renewal petition application and its record of performance, staff has determined that Charter School has met the requirements for renewal and therefore recommends approval of the renewal petition.

Due Diligence:
Current ICEF View Park Preparatory High governing board members completed questionnaires so the District may assess whether any conflicts of interest arise based on the information provided. A confidential due diligence review of the charter school and its governing organization, school leader and financial manager, was performed by the Office of the Inspector General, and to the extent any material concerns were identified by the Office of the Inspector General, such information was forwarded to District staff for further assessment.

Statutory Framework and Criteria for Renewal:
A charter school must demonstrate that it is eligible for a renewal of its charter by meeting specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1: The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether the charter school is demonstrably unlikely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions. (The Board may not consider the community impact analysis or District fiscal analysis in determining whether to grant or deny a renewal petition).

Criterion 2: The Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the following categories - "high," "middle," or "low." The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance.

Criterion 3: Notwithstanding Criterion 1 and 2, the Board must also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607(e).) Additionally, the Board considers whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (Ed. Code, § 47607(e).)

Expected Outcomes:
Charter School is expected to operate its school in a manner consistent with Board action, policies and requirements, local, state, and federal law including ordinances, statutes, and regulations as well as with the terms and conditions set forth in Charter School's petition. The measurable pupil outcomes and method by which pupil progress toward outcomes will be measured are set forth in the charter petition.

Board Options and Consequences:
"Yes" - If the Board adopts the recommendation of approval of the renewal charter petition, Charter School

would be authorized to continue operations as a charter school for the charter term beginning July 1, 2026.

"No" - If the Board does not adopt the recommendation of approval, and instead takes specific action to deny the renewal charter petition, Charter School would not be authorized to continue operations as a charter school. The petitioners may appeal a denial to Los Angeles County Board of Education. If the petition is approved on appeal by the Los Angeles County Board of Education, Charter School would be authorized by the Los Angeles County Board of Education. If the Los Angeles County Board of Education denies the renewal petition, the petitioners may appeal that denial to the California State Board of Education. If the denial of the renewal petition is reversed by the California State Board of Education, the California State Board of Education shall designate, in consultation with the petitioners, either the LAUSD Board or the Los Angeles County Board of Education as the chartering authority. This Board Report No. 297, accompanying documents, and transcript of the Board meeting, shall constitute the Board of Education's adopted written findings of fact for the denial of Charter School renewal petition.

Policy Implications:
All provisions in the FSDRL shall be consistent with and be governed by all applicable legal and District policy requirements. To the extent any inconsistency may exist between any provision contained in the FSDRL and any applicable legal and District policy requirement, those applicable legal and District policy requirements shall control and the FSDRL shall be updated accordingly.

Budget Impact:
State income and various other income sources to the District are reduced when current District students enroll at a charter school, and comparable or offsetting expenditure reduction may not occur in such cases. Under Education Code section 47604(d), a chartering authority that grants a charter to a charter school to be operated as or by a nonprofit public benefit corporation is not liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school, if the chartering authority has complied with all oversight responsibilities required by law including, but not limited to, those required by Education Code section 47604.32 and Education Code section 47605(m). As the chartering authority, the District will continue to monitor and evaluate the charter school's fiscal condition and operations, and management of public funds, including review of all legally required fiscal reports, and the annual update of the charter school's LCAP. (Ed. Code, §§ 47604.32, 47604.33, 47606.5.) Any significant modifications to the charter school's charter or operations that raise financial implications would require a material revision prior to implementation. Charter schools are expected to secure and maintain all insurance coverage consistent with all applicable legal, District and charter requirements.

Charter School has selected to join the LAUSD Special Education Local Planning Area (SELPA) Option 3. Charter School's fair share contribution to special education will be 10% of the charter school's AB 602 (rate includes Base, Cost-of-Living Adjustment (COLA), and Growth/Decline reduced by the amount withheld for Program Specialist/Regionalized Services) and Federal IDEA revenues. This amount will be paid from Charter School's Local Control Funding Formula ("LCFF") funds or other unrestricted revenue sources and will be allocated to support the existing District-wide administration of special education supports and services. The amount withheld by the District from the Program Specialist/Regionalized Services in fiscal year will continue to be withheld and adjusted annually for COLA. An additional 10% of special education revenues will be retained by the District and allocated as directed by the Advisory Board and members of the LAUSD SELPA Option 3, with the leadership of the Director, Charter Operated Programs. These funds will be used to support the personnel for the members of the LAUSD SELPA Option 3; build management and operating procedures to create an infrastructure to support schools in meeting the needs of students with mild to severe disabilities; and,

to create and implement new programs that serve students in charter schools. If Charter School does not spend their allocation of special education funds during a fiscal year of the charter petition period, the allocation of special education funds to Charter School for the next fiscal year will be reduced in an amount equal to the unspent special education funds of the previous fiscal year.

In addition to the payments required under this option, Charter School may request specific special education related services from the District through fee-for-service arrangements that will reflect the calculated cost of the requested services and will be contingent on the District's available resources.

Any change in the Option election that occurs during Charter School's charter term shall be mutually agreed upon and addressed in a Memorandum of Understanding (MOU) between the charter school and the District. The new Option election shall be effective on July 1 of the next school year with the corresponding fair share contribution.

Student Impact:
As stated in the LAUSD Policy and Procedures for Charter Schools, "[W]hen the LAUSD Board authorizes and oversees a charter school, it establishes a relationship to advance its vision and mission and to accelerate gains in academic achievement and accountability for all of its students and public schools," (Policy, p.3). Based on a comprehensive review and assessment of Charter School's renewal petition application, staff has determined that Charter School has met the requirements for charter school approval.

Equity Impact:
Not applicable

Issues and Analysis:
If all applicable pending issues, including but not limited to special education requirements, special education local planning area (SELPA) requirements, governance, fiscal and facilities matters, are not resolved at the time of the Board meeting, the item may be pulled from the agenda to the extent consistent with the Charter Schools Act and the LAUSD Policy and Procedures for Charter Schools.

Attachments:
Attachment A - Staff Assessment and Recommendation Report
Attachment B - ICEF View Park Preparatory High Data Set
Attachment C - ICEF View Park Preparatory High RSM Data
Attachment D - Desegregation Impact Statement

Budget and Petition will be available prior to the board meeting at the following link:
<https://drive.google.com/drive/folders/1JdO1HiTTwvM-4AXgU_qBRMLYj2oKk4yt?usp=sharing>

Submitted:
02/10/26

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

CAROLYN SPAHT GONZALEZ
Chief of Staff

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

JOSÉ COLE-GUTIÉRREZ
Senior Executive Director of Strategy
Division of Data, Strategy, and Innovation

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

MARLA WILLMOTT
Director
Charter Schools Division

STAFF ASSESSMENT AND RECOMMENDATION REPORT
RENEWAL PETITION

Board of Education Report 297-25/26
February 17, 2026

School Name:	**ICEF View Park Preparatory High**		BOARD IS REQUIRED TO TAKE ACTION BY: **March 10, 2026**
Type of Charter School:	**Start-Up Independent Charter School**		
Charter Operator	**Inner City Education Foundation**		
Location Code:	**8653**		
Type of Site(s):	**Private**		
Site Address(es):	**5701 S. Crenshaw Blvd., Los Angeles, CA 90043**		
Board District(s):	**1**	Region(s):	**South**
Grade Levels Served:	**9-12**	Current Enrollment:	**320**
Grade Levels Authorized in Current Charter:	**9-12**	Approved Enrollment in Current Charter:	**600 (see proposed change in "Action Proposed" below)**
CONSIDERATION:	**Renewal**		
CDE PERFORMANCE CATEGORY: (PER CDE'S 2026 CLASSIFICATION)	**Middle Performing**		
STAFF RECOMMENDATION:	**Approval for a five (5)-year term (2026-2031)**		
PROPOSED BENCHMARKS:	None		

STAFF ASSESSMENT

I. ACTION PROPOSED

Staff recommends approval of the renewal petition for ICEF View Park Preparatory High ("ICEF VPPH" or "Charter School"), located in Board District 1 and Region South, for a term of five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 500 students in grades 9-12 in each year of the charter term. The charter school is requesting to reduce enrollment capacity from 600 to 500 students to align with its enrollment projections based on its enrollment trends in the current term.

II. RENEWAL REQUIREMENTS

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the school has met the requirements for renewal set forth in Education Code sections 47605, 47607, 47607.2, and 47611.5.

Criteria for Charter School Renewal and Grounds for Nonrenewal

As part of staff's holistic review of the renewal petition application, the charter school must be determined to be eligible for renewal of its charter under the specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

- **Criterion 1:** Does the renewal petition include a sound educational program, a reasonably comprehensive description of the 15 elements required for petitions, an affirmation of each of the conditions described in Education Code section 47605(e), and are petitioners demonstrably unlikely to successfully implement the program set forth in the petition? (Ed. Code, § 47607(b).)
  These criteria have been determined not to be bases for denial.

- **Criterion 2:** Is the charter school "high," "middle," or "low" performing? (see Ed. Code, §§ 47607(c), 47607.2(a), and 47607.2(b).) Has the charter school attained measurable increases in academic achievement schoolwide and for numerically significant student groups served by the charter school, and does the charter school have strong postsecondary outcomes, if applicable?
  These criteria have been determined not to be bases for denial.

- **Criterion 3:** Is the charter school serving all pupils who wish to attend, or does the charter school have substantial fiscal or governance issues? (Ed. Code, § 47607(e).)
  These criteria have been determined not to be bases for denial.

Charter Petition Requirement:
In accordance with Education Code section 47611.5, a charter school charter shall contain a declaration regarding whether or not the charter school shall be deemed the exclusive public school employer of the employees at the charter school for the purposes of Section 3540.1 of the Government Code, and that declaration shall not be materially inconsistent with the charter.

- Does the petition contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school?
  This requirement has been determined not to be a basis for denial.

III. GENERAL SCHOOL INFORMATION

A. School History

	ICEF View Park Preparatory High
Initial Authorization:	On March 11, 2003, ICEF View Park Preparatory High (formerly known as View Park Preparatory Accelerated Charter High School) was authorized by the LAUSD Board of Education to serve 400 students in grades 9-12.
Approved Material Revisions of Current Charter:	Not applicable
Board Benchmarks in Current Charter Term:	On December 5, 2017, as part of the school's most recent renewal, the LAUSD Board of Education issued the following academic benchmark to ICEF VPPH: The school will increase the percentage of English Learners demonstrating English language proficiency as measured by reclassification rates (thereby decreasing the Long-Term

	ICEF View Park Preparatory High
Board Benchmarks in Current Charter Term (Cont.):	English Learners percentage) at a rate equal or higher than the District Average Please see the "Additional Information" section below.
Submission of Renewal Petition Application:	ICEF VPPH submitted its renewal petition application on November 13, 2025. The 90-day statutory timeline for Board action on the petition runs through February 11, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to March 10, 2026.
Concurrent Request for Material Revision:	Not applicable
Master Plan for English Learners and Standard English Learners:	ICEF VPPH implements its own Master Plan for English Learners and Standard English Learners.
Special Education SELPA	ICEF VPPH participates in LAUSD Special Education Local Plan Area (SELPA) Option 3.

B. Charter School Operator

ICEF View Park Preparatory High is operated by Inner City Education Foundation, a California nonprofit public benefit corporation that also operates five other LAUSD-authorized charter schools.

IV. STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE

a. Summary

ICEF View Park Preparatory High has been identified by the state as a Middle performing charter school. The recommendation for renewal has considered the schoolwide performance and performance of numerically significant student groups and the state and local indicators reported on the California School Dashboard.

Overall, Charter School's Dashboard performance was lower than the state in both ELA and Math, but higher than the state on the College/Career Indicator (CCI). Further analysis in ELA and Math demonstrated higher outcomes for the charter school when compared to Resident Schools in ELA, and mixed outcomes when compared to Resident Schools in Math.

Please see the ICEF View Park Preparatory High data sets.

b. Measurements of Academic Performance on the California School Dashboard

The California School Dashboard displays performance for seven state measures. The Performance Level, or color, is based on two factors. The current year data for the measure (Status) and the difference between current year and prior year data (Change). The point at which these two levels intersect on the five-by-five table determines the color. From highest to lowest, the Performance Levels are Blue, Green, Yellow, Orange, and Red. Below, the 2023, 2024, and 2025, Dashboard Performance Levels (colors) are provided.

ICEF View Park Preparatory High Dashboard Indicators

School Year	ELA	Math	English Learner Progress	College/Career	Chronic Absenteeism	Graduation Rate	Suspension Rate
2022-2023	Red	Red	Not Applicable	Low	Not Applicable	Green	Orange
2023-2024	Orange	Orange	Not Applicable	Orange	Not Applicable	Yellow	Orange
2024-2025	Green	Yellow	Not Applicable	Green	Not Applicable	Blue	Green

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

c. English Language Arts Indicator

In 2023 in English Language Arts (ELA), the charter school's Distance from Standard (DFS) was lower than the state for All Students and both numerically significant student groups. In 2024 in ELA, the charter school's DFS was lower than the state for All Students, and higher than the state for one of two numerically significant student groups. In 2025 in ELA, the charter school's DFS was higher than the state for All Students and both numerically significant student groups.

ICEF View Park Preparatory High - English Language Arts Indicator - 2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Red**	**-79.2**	**-54.6**	**Orange**	**-13.6**	**Lower**
Black or African American	Met	Red	-86.2	-62.3	Orange	-59.6	Lower
Socioeconomically Disadvantaged	Met	Red	-79.9	-54.5	Orange	-42.6	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - English Language Arts Indicator - 2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-46.8**	**32.4**	**Orange**	**-13.2**	**Lower**
Black or African American	Met	Orange	-52.0	34.2	Orange	-58.9	Higher
Socioeconomically Disadvantaged	Met	Orange	-49.2	30.6	Orange	-40.9	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - English Language Arts Indicator - 2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Green**	**4.4**	**51.2**	**Yellow**	**-8.1**	**Higher**

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
Black or African American	Met	Yellow	-1.7	50.3	Yellow	-51.3	Higher
Socioeconomically Disadvantaged	Met	Green	4.4	53.6	Yellow	-35.3	Higher

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

d. Math Indicator

In 2023 and 2024 in Math, the charter school's DFS was lower than the state for All Students and both numerically significant student groups. In 2025 in Math, the charter school's DFS was lower than the state for All Students, and higher than the state for one of two significant student groups.

ICEF View Park Preparatory High - Math Indicator - 2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Red**	**-178.2**	**-9.1**	**Orange**	**-49.1**	**Lower**
Black or African American	Met	Red	-180.2	-7.9	Red	-104.5	Lower
Socioeconomically Disadvantaged	Met	Red	-177.4	-7.6	Yellow	-80.8	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - Math Indicator - 2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-169.1**	**9.1**	**Orange**	**-47.6**	**Lower**
Black or African American	Met	Red	-180.1	0.1	Red	-102.2	Lower
Socioeconomically Disadvantaged	Met	Orange	-167.9	9.6	Orange	-78.2	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - Math Indicator - 2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-94.3**	**74.8**	**Yellow**	**-42.4**	**Lower**
Black or African American	Met	Yellow	-92.6	87.5	Orange	-95.8	Higher
Socioeconomically Disadvantaged	Met	Yellow	-94.3	73.6	Yellow	-72.9	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

e. English Learner Progress Indicator

In 2023, 2024, and 2025, on the English Learner Progress Indicator (ELPI), the charter school did not have reportable data due to the low number of English Learners.

f. College/Career Indicator

In 2023, the charter school's percentage of students prepared was lower than the state for All Students, and the same or higher than the state for both numerically significant student groups. In 2024, the charter school's percentage of students prepared was lower than the state for All Students, and higher than the state for one of two numerically significant student groups. In 2025, the charter school's percentage of students prepared was higher for All Students and both numerically significant student groups.

ICEF View Park Preparatory High - College/Career Indicator - 2022-2023

Student Group	Charter Level	Charter Prepared	State Level	State Prepared	Charter to State Comparison
All Students	**Low**	**34.5%**	**Medium**	**43.9%**	**Lower**
Black or African American	Low	33.8%	Low	25.1%	Higher
Socioeconomically Disadvantaged	Medium	35.4%	Medium	35.4%	Same

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - College/Career Indicator - 2023-2024

Student Group	Charter Color	Charter Prepared	Charter Change	State Color	State Prepared	Charter to State Comparison
All Students	**Orange**	**33.8%**	**-0.8**	**Yellow**	**45.3%**	**Lower**
Black or African American	Orange	31.9%	-1.8	Yellow	28.1%	Higher
Socioeconomically Disadvantaged	Orange	33.8%	-1.6	Yellow	37.4%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

ICEF View Park Preparatory High - College/Career Indicator - 2024-2025

Student Group	Charter Color	Charter Prepared	Charter Change	State Color	State Prepared	Charter to State Comparison
All Students	**Green**	**64.1%**	**14.1**	**Green**	**51.7%**	**Higher**
Black or African American	Green	61.8%	14.6	Green	35.7%	Higher
Socioeconomically Disadvantaged	Green	64.1%	14.1	Green	44.8%	Higher

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

g. Chronic Absenteeism Indicator

Not applicable

h. Graduation Indicator [HS only]

In 2022, 2023, and 2024, the charter school's percentage of graduated students was higher than the state for All Students and for all numerically significant student groups. ICEF View Park Preparatory High's students must meet A-G requirements with a grade of "C" or better.

i. Suspension Rate Indicator

In 2023, 2024, and 2025, the charter school's percentage of students suspended at least once was the same or lower than the state for All Students all numerically significant student groups.

j. Dashboard Local Indicators

Staff also considered the Local Indicators (e.g., Basic: Teachers, Instructional Materials, Facilities; Implementation of Academic Standards; Parent and Family Engagement; Local Climate Survey; Access to a Broad Course of Study) which have all been reported as "Met" in 2023, 2024, and 2025.

k. Additional Information

As noted above, ICEF View Park Preparatory High has a benchmark related to academics in its current term. The following summarizes the outcomes of each benchmark for each of the seven years (2018-2019 through 2024-2025) of the current charter term.

Benchmark: *The school will increase the percentage of English Learners demonstrating English language proficiency as measured by reclassification rates (thereby decreasing the Long-Term English Learners percentage) at a rate equal or higher than the District Average*

Term Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Benchmark 1 Reclassification	Not Met	Not Met	Not Met	Not Met	No Update	No Update	No Update

Benchmark was not met for four years (2018-2019, 2019-2020, 2020-2021, and 2021-2022), and no update for three years (2022-2023, 2023-2024, and 2024-2025) given official reclassification rates were not available.

V. ANNUAL PERFORMANCE-BASED OVERSIGHT RESULTS

In accordance with Education Code section 47604.32, the District's Charter Schools Division (CSD) conducts at least one school site visit each year where the CSD evaluates charter school performance in the following four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Charter schools are rated in each category based on information and evidence gathered at the time of the annual performance-based oversight visit following a four-point rubric: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*. Please see below for ICEF VPPH's outcomes on its annual oversight evaluation reports for the last two years.

a. Governance

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Proficient*
Concerns	No unresolved issues pending

b. Student Achievement and Educational Performance

Oversight Ratings/Concerns	
2023-2024	*Developing*
2024-2025	*Developing*
Concerns	The ratings of *Developing* in 2023-2024 and 2024-2025 were due to an average of the reported indicators.

c. Organizational Management, Programs, and Operations

Oversight Ratings/Concerns	
2023-2024	*Developing*
2024-2025	*Proficient*
Concerns	The rating of *Developing* in 2023-2024 was based on non-compliance with appropriate credentialing and assignment of certificated employees.

d. Fiscal Operations

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Developing*
Concerns	The rating of *Developing* in 2024-2025 was primarily due to the audit finding disclosed in ICEF Public Schools' 2023-2024 Independent Audit Report, identified as a material weakness related to internal controls over financial reporting. See further details in the Fiscal Management and Performance section below.

VI. FURTHER ANALYSIS FOR MIDDLE PERFORMING CHARTER SCHOOLS

Following the review of the foregoing performance data for this charter school placing a greater weight on academic performance on the California School Dashboard, staff determined that the school's performance in both ELA and Math requires further review.

Based on the charter school's performance on California School Dashboard in ELA and Math, Staff conducted a further analysis of ELA and Math in comparison to the Resident Schools Median (RSM).[1] As indicated in the tables below, when comparing the charter school to the RSM, ICEF View Park Preparatory High's data indicates that, overall, its student performance on the California School Dashboard was higher than the RSM for All Students and both numerically significant student groups in ELA. In Math, although student performance demonstrated mixed outcomes in 2023 and 2024, Charter School's student performance was higher than the RSM for All Students and both numerically significant groups in 2025.

[1] Per LAUSD Policy, a Resident Schools Median analysis is conducted for charter schools classified as Middle Performing, when determining whether closure of the charter school is in the best interest of pupils, among other factors.

Resident Schools Analysis

ICEF View Park Preparatory High 2022-2023 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**86**	**Red**	**-79.2**	**1,813**	**Orange**	**-59.3**	**Lower**
Black or African American	76	Red	-86.2	278	Red	-112.8	Higher
Socioeconomically Disadvantaged	84	Red	-79.9	1,341	Orange	-56.7	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2023-2024 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**63**	**Orange**	**-46.8**	**2,013**	**Orange**	**-70.6**	**Higher**
Black or African American	58	Orange	-52.0	275	Red	-98.0	Higher
Socioeconomically Disadvantaged	62	Orange	-49.2	1,940	Red	-73.3	Higher

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2024-2025 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**85**	**Green**	**4.4**	**1,892**	**Orange**	**-54.2**	**Higher**
Black or African American	77	Yellow	-1.7	266	Orange	-92.4	Higher
Socioeconomically Disadvantaged	85	Green	4.4	1,841	Orange	-54.1	Higher

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2022-2023 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**86**	**Red**	**-178.2**	**1,812**	**Orange**	**-160.1**	**Lower**
Black or African American	76	Red	-180.2	278	Red	-185.6	Higher
Socioeconomically Disadvantaged	84	Red	-177.4	1,342	Orange	-159.0	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2023-2024 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**63**	**Orange**	**-169.1**	**2,010**	**Orange**	**-154.7**	**Lower**
Black or African American	58	Red	-180.1	275	Red	-182.6	Higher
Socioeconomically Disadvantaged	62	Orange	-167.9	1,937	Orange	-154.8	Lower

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**88**	**Yellow**	**-94.3**	**1,893**	**Orange**	**-118.6**	**Higher**
Black or African American	80	Yellow	-92.6	266	Orange	-158.0	Higher
Socioeconomically Disadvantaged	88	Yellow	-94.3	1,842	Orange	-119.5	Higher

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

VII. FISCAL MANAGEMENT AND PERFORMANCE

a. Fiscal Condition

ICEF View Park Preparatory High's fiscal condition is positive and has been upward trending since the 2021-2022 fiscal year.

	2021-2022 (Audited Actuals)	2022-2023 (Audited Actuals)	2023-2024 (Audited Actuals)	2024-2025 (Unaudited Actuals)	2025-2026 (First Interim)
Net Assets	$6,381,738	$7,174,499	$7,430,762	$7,687,762	$7,945,114
Net Income/Loss	$373,338	$792,761	$256,263	$257,000	$257,352
Transfers In/Out	$0	$0	$0	$0	$0
Prior Year Adjustment(s)	$0	$0	$0	$0	$0
Norm Enrollment [A]	413	370	351	312	320

[A] ICEF View Park Preparatory High reported 320 Norm Enrollment for Fiscal Year 2025-2026. ICEF View Park Preparatory High proposes to decrease its enrollment capacity to 500 for its renewal charter term. See Section **I. ACTION PROPOSED** above. The CSD will continue to monitor Charter School's student enrollment and financial condition as part of its oversight process.

b. 2023-2024 Independent Audit Report
Audit Opinion: Unmodified/Unqualified
Material Weaknesses: Yes. See the description below.
Deficiencies/Findings: Yes. See the description below.
Lack of a Going Concern: None Reported.

ICEF Public Schools' independent audit report for the fiscal year ending June 30, 2024, identified a material weakness in internal controls over financial reporting, specifically relating to the closing process. Additionally, the audit disclosed one state compliance-related audit finding without questioned costs, which was identified as a significant deficiency in the After/Before School Education and Safety (ASES) Program for ICEF Vista Elementary Academy only (not applicable to ICEF View Park Preparatory High). The charter operator has initiated corrective actions with specific steps to address the audit findings above. The CSD will continue to monitor these issues through its oversight process, including a review of ICEF Public Schools' 2024-2025 independent audit report to evaluate the implementation of corrective actions.

c. Other Significant Fiscal Information

The financial condition of the charter operator is summarized in the table below.

Inner City Education Foundation (ICEF) Public Schools					
Source: Independent Audit Report for the Year Ending June 30, 2024					
# of Charter Schools		**Including related parties and charter schools**		**Excluding related parties and charter schools**	
Operated	Authorized by LAUSD	Net Assets	Net Income / (Loss)	Net Assets	Net Income / (Loss)
7[1]	6[1]	$29,589,325	$2,739,375	$412,152	($137,555)[2]

[1] Aside from ICEF View Park Preparatory High, ICEF Public Schools operates five (5) other LAUSD-authorized schools: ICEF Innovation Los Angeles Charter, ICEF View Park Preparatory Elementary, ICEF View Park Preparatory Middle, ICEF Vista Elementary Academy, and ICEF Vista Middle Academy. ICEF Public Schools operates one additional Southern California school: ICEF Inglewood Elementary Charter Academy (authorized by Inglewood Unified School District).

[2] As documented in ICEF charter schools' Fiscal Years 2022-2023 and 2023-2024 Annual Performance-Based Oversight Reports, respectively, the ICEF Home Office's reported net losses in prior years were primarily due to delayed expense allocations between the Home Office and its charter schools. ICEF Public Schools informed the CSD that it has since implemented new systems to ensure expenses are properly allocated before payments are made. Despite the loss, the ICEF Home Office maintained a positive net ending fund balance of $412,152 as of June 30, 2024. The CSD was further informed that, as a general practice, ICEF aims to operate the Home Office at a breakeven level in order to maximize funds available for supporting school programs.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: Academic Performance - English Language Arts

This report shows the performance levels for the English Language Arts Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

ELA (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	100%	86	-79.2	-54.6	Declined Significantly	Red	-13.6	Lower	98%	63	-46.8	32.4	Increased Significantly	Orange	-13.2	Lower	96%	85	4.4	51.2	Increased Significantly	Green	-8.1	Higher
African American/Black	100%	76	-86.2	-62.3	Declined Significantly	Red	-59.6	Lower	98%	58	-52.0	34.2	Increased Significantly	Orange	-58.9	Higher	95%	77	-1.7	50.3	Increased Significantly	Yellow	-51.3	Higher
Socioeconomically Disadvantaged	100%	84	-79.9	-54.5	Declined Significantly	Red	-42.6	Lower	98%	62	-49.2	30.6	Increased Significantly	Orange	-40.9	Lower	96%	85	4.4	53.6	Increased Significantly	Green	-35.3	Higher
Students with Disabilities	100%	18	-124.1	-13.3	Declined	--	-96.3	--	100%	11	-95.7	28.3	Increased Significantly	--	-95.6	--	92%	12	-68.7	27.1	Increased Significantly	--	-89.4	--

Data Sources: California School Dashboard Research data files.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: Academic Performance - Math

This report shows the performance levels for the Mathematics Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Math (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	100%	86	-178.2	-9.1	Declined	Red	-49.1	Lower	98%	63	-169.1	9.1	Increased	Orange	-47.6	Lower	99%	88	-94.3	74.8	Increased Significantly	Yellow	-42.4	Lower
African American/Black	100%	76	-180.2	-7.9	Declined	Red	-104.5	Lower	98%	58	-180.1	0.1	Maintained	Red	-102.2	Lower	99%	80	-92.6	87.5	Increased Significantly	Yellow	-95.8	Higher
Socioeconomically Disadvantaged	100%	84	-177.4	-7.6	Declined	Red	-80.8	Lower	98%	62	-167.9	9.6	Increased	Orange	-78.2	Lower	99%	88	-94.3	73.6	Increased Significantly	Yellow	-72.9	Lower
Students with Disabilities	100%	18	-209.6	14.4	Increased	--	-127.3	--	100%	11	-200.2	9.4	Increased	--	-124.3	--	100%	12	-116.8	83.3	Increased Significantly	--	-120.7	--

Data Sources: California School Dashboard Research data files.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: English Learner Progress Indicator (ELPI)

This report shows the percentage of current English learner (EL) students making progress towards English language proficiency at their school for all student groups in grades 1-12. The English Learner Progress Indicator (ELPI) relies on the results of the Summative English Language Proficiency Assessment (ELPAC), including Summative Alternate ELPAC results, to determine EL student progress. For the EL students taking the Summative ELPAC, those who increase an ELPI level or maintain ELPAC Level 4 are counted as making progress towards English language proficiency. ELPI Change measures the rate at which schools are improving their ability to move their EL students towards English language proficiency. It is the difference between the prior year Status and the current year Status. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with ''–'' means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported.

Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Student English Language Acquisition Results Summative ELPAC									
		School				State of California			
End Year	Student Group	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level
2023	EL	--	--	--	--	45.7%	2.3%	32.2%	18.3%
2024	EL	--	--	--	--	43.2%	1.9%	34.4%	19.1%
2024	LTEL	--	--	--	--	41.6%	3.4%	28.5%	24.7%
2025	EL	--	--	--	--	44.6%	1.3%	35.5%	17.2%
2025	LTEL	--	--	--	--	46.1%	2.4%	28.2%	21.6%

Districts and schools that do not meet the 95 percent participation rate on the Summative ELPAC and Summative Alternative ELPAC and have at least 30 EL students enrolled during the testing window (February 1 to May 31) will receive a modified ELPI rate on the California School Dashboard (Dashboard). For each district and school that does not meet the 95 percent target, the minimum number of students needed to reach a participation rate of at least 95 percent is determined. The resulting number of students will be counted as not making progress in the current ELPI Status calculation.

Summative ELPAC Participation Rate Report									
		School				State of California			
End Year	Student Group	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%
2023	EL	--	--	--	--	1,048,300	1,069,515	98.0%	Y
2023	LTEL	--	--	--	--	193,182	202,530	95.4%	Y
2024	EL	4	4	100%	Y	1,028,083	1,047,977	98.1%	Y
2024	LTEL	--	--	--	--	182,603	190,459	95.9%	Y
2025	EL	--	--	--	--	947,393	963,338	98.3%	Y
2025	LTEL	--	--	--	--	175,106	181,495	96.5%	Y

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: Academic Performance - College / Career

This report shows the percentage of current graduates who meet specific College/Career Indicator (CCI) "prepared" criteria for all student groups in grades 9-12. For the 2023 Dashboard, the CCI will report the most current year data or "status only". Therefore the CCI will have performance displayed using one of five Status levels that range between Very Low (lowest performance), Low, Medium, High, and Very High (highest performance). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with '–" means that data is not currently available. For student groups with 11-29 students or do not have at least 30 students with scores in the current and prior year, status and change are reported, and no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

College / Career Academic Indicator (CCI) - CA School Dashboard Indicator																		
	Dashboard 2023					Dashboard 2024							Dashboard 2025					
Student Group	Students	CCI	Status Level	State CCI	School vs State	Students	CCI	Change	Change Level	Color	State CCI	School vs State	Students	CCI	Change	Change Level	Color	State CCI	School vs State
All Students	84	34.5%	Low	43.9%	Lower	80	33.8%	-0.8	Maintained	Orange	45.3%	Lower	64	64.1%	14.1	Increased	Green	51.7%	Higher
African American/Black	80	33.8%	Low	25.1%	Higher	72	31.9%	-1.8	Maintained	Orange	28.1%	Higher	55	61.8%	14.6	Increased	Green	35.7%	Higher
Socioeconomically Disadvantaged	82	35.4%	Medium	35.4%	Same	80	33.8%	-1.6	Maintained	Orange	37.4%	Lower	64	64.1%	14.1	Increased	Green	44.8%	Higher
Students with Disabilities	13	23.1%	Low	12.3%	--	18	11.1%	-12.0	Declined	--	13.5%	--	12	41.7%	13.9	Increased	--	18.7%	--

Data Sources: California School Dashboard Research data files.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: Suspension Rate Indicator

This report shows the number of students who have been suspended at least once in the school year for all student groups in grades TK-12. A student is counted as suspended in the suspension rate only once regardless of multiple suspensions or multiple days of suspension. Please note that good performance on the Suspension Rate Indicator means having the lowest percentage of students suspended in the current year. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status and change are reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Suspension Rate Indicator - CA School Dashboard Indicator																					
	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State
All Students	402	2.5%	0.4	Increased	Orange	3.5%	Lower	376	3.2%	0.7	Increased	Orange	3.2%	Same	341	2.1%	-1.1	Declined	Green	2.9%	Lower
African American/Black	365	2.5%	0.2	Maintained	Yellow	8.8%	Lower	341	3.2%	0.8	Increased	Orange	8.4%	Lower	305	2.3%	-0.9	Declined	Green	7.7%	Lower
Foster Youth	11	0.0%	--	--	--	13.6%	--	8	*	*	*	*	13.2%	*	9	*	*	*	*	13.0%	*
Homeless Youth	2	*	*	*	*	6.5%	*	22	0.0%	--	--	--	5.7%	--	27	3.7%	3.7	Increased	--	5.1%	--
Latino	24	0.0%	0.0	Maintained	--	3.8%	--	28	3.6%	3.6	Increased	--	3.4%	--	28	0.0%	-3.6	Declined	--	3.0%	--
Socioeconomically Disadvantaged	390	2.6%	0.8	Increased	Orange	4.5%	Lower	366	3.3%	0.7	Increased	Orange	4.0%	Lower	327	2.1%	-1.1	Declined	Green	3.6%	Lower
Students with Disabilities	68	2.9%	0.4	Increased	Orange	5.9%	Lower	64	1.6%	-1.4	Declined	Green	5.4%	Lower	63	1.6%	0.0	Maintained	Yellow	5.0%	Lower

Data Sources: California School Dashboard Research data files.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

CA School Dashboard: Graduation Rate Indicator

This report shows the combined four- and five-year graduation rate for comprehensive (or traditional) high schools and Dashboard Alternative School Status (DASS) schools for all student groups in grades 9-12. This rate is based on the number of high school students who graduate with a regular high school diploma in either four or five years. The 2025 Graduation Rate Indicator includes students from the most recent graduation cohort (Class of 2025) as well as students from the prior cohort (Class of 2024) who graduated in their fifth year of high school in 2023-25. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status is reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Graduation Rate Indicator - CA School Dashboard Indicator																				
	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	Graduation Rate	Change	Change Level	Color	State Graduation Rate	School vs State	Students	Graduation Rate	Change	Change Level	Color	State Graduation Rate	School vs State	Students	Graduation Rate	Change	Change Level	Color	State Graduation Rate	School vs State
All Students	85	92.9%	0.9	Maintained	Green	86.4%	Higher	81	91.4%	-1.6	Declined	Yellow	86.7%	Higher	64	95.3%	4.0	Increased	Blue	87.8%	Higher
African American/Black	81	92.6%	0.9	Maintained	Green	78.5%	Higher	73	90.4%	-2.2	Declined	Orange	79.1%	Higher	55	94.5%	4.1	Increased	Green	82.6%	Higher
Socioeconomically Disadvantaged	83	95.2%	3.3	Increased	Blue	83.7%	Higher	80	91.3%	-3.9	Declined	Yellow	84.4%	Higher	64	95.3%	4.1	Increased	Blue	86.2%	Higher
Students with Disabilities	13	92.3%	-7.7	Declined Significantly	--	72.7%	--	18	94.4%	2.1	Increased	--	74.4%	--	12	100.0%	5.6	Increased Significantly	--	77.1%	--

Data Sources: California School Dashboard Research data files.

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

Enrollment Report

This report displays CALPADS K-12 enrollment number and percentages of select student groups. Annual enrollment consists of the number of students primarily enrolled on Census Day (the first Wednesday in October). This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS). These data were reviewed and certified in CALPADS as being accurate by authorized district or school personnel. In order to certify data in CALPADS, authorized district or charter school personnel are required to review the accuracy of all data associated with the applicable CALPADS submission. The CDE collects some data on GATE programs through the CALPADS; however, this information is submitted by LEAs on a voluntary basis and it wouldn't necessarily be accurate as per CDE.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Enrollment by Ethnicity and Student Group						
	2023-2024			2024-2025		
Student Group	School	Los Angeles Unified	State of California	School	Los Angeles Unified	State of California
Enrollment	354	529,902	5,837,690	313	516,685	5,806,221
F/R Meal	96.6%	80.6%	61.6%	96.5%	81.9%	62.7%
GATE	0.0%	11.6%	N/A	0.0%	13.0%	N/A
English Learner	1.1%	20.1%	18.4%	1.3%	18.6%	17.4%
Foster Youth	2.3%	0.6%	0.5%	2.2%	0.5%	0.5%
Homeless Youth	0.6%	2.1%	3.6%	6.1%	2.7%	4.0%
Socioeconomically Disadvantaged	96.9%	81.3%	62.7%	96.5%	82.4%	63.6%
Students w/ Disabilities	16.7%	14.8%	13.7%	18.5%	15.6%	14.2%
Migrant Youth	0.0%	0.2%	0.8%	0.0%	0.2%	0.8%
African American/Black	90.7%	7.3%	4.9%	89.8%	7.1%	4.9%
American Indian or Alaska Native	1.1%	0.1%	0.4%	1.0%	0.1%	0.4%
Asian	0.0%	3.4%	9.9%	0.0%	3.3%	10.1%
Filipino	0.0%	1.7%	2.2%	0.0%	1.6%	2.2%
Latino	7.3%	73.8%	56.1%	8.0%	73.6%	56.1%
Native Hawaiian or Pacific Islander	0.3%	0.2%	0.4%	0.3%	0.2%	0.4%
White	0.0%	9.8%	20.3%	0.0%	9.7%	20.0%
Two or More Races	0.6%	2.0%	4.6%	0.3%	2.1%	4.8%
Not Reported	0.0%	1.8%	1.1%	0.6%	2.2%	1.2%

N/A: The CDE does not publish centralized, statewide Gifted and Talented Education (GATE) data.

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/sd/sd/filesenr.asp

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

Long-Term English Learners (LTEL) and “At-Risk”

Note: The “EL Total” column in this report displays the summed total of the disaggregated English Learner (EL) data in the four columns under the “English Learners” heading. The “Total (Ever-EL)” column displays the summed total of the data in the “RFEP” column plus the data in the four columns under the “English Learners” heading OR the data in the “EL Total” column, but not both. The percent values displayed in this report are calculated as a percent of the “Total (Ever-EL)” which fully and more accurately considers what happens to all EL students over time, including those who are Reclassified Fluent English Proficient (RFEP). Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

	2022-2023						2023-2024						2024-2025					
	School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California	
English Learners	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
LTEL 6+ Years	0	0.0%	17,921	7.3%	226,508	11.1%	3	27.3%	15,302	6.5%	211,186	10.6%	4	36.4%	13,052	5.9%	198,853	10.4%
At-Risk 4-5 Years	0	0.0%	17,295	7.1%	144,189	7.1%	0	0.0%	15,717	6.7%	136,188	6.8%	0	0.0%	11,406	5.2%	115,009	6.0%
EL 0-3 Years	0	0.0%	60,457	24.7%	505,486	24.8%	0	0.0%	60,574	25.7%	519,651	26.0%	0	0.0%	57,726	26.1%	516,862	26.9%
EL 4+ Years & Not At-Risk or LTEL	1	14.3%	18,850	7.7%	236,319	11.6%	1	9.1%	14,725	6.2%	207,768	10.4%	0	0.0%	13,775	6.2%	178,306	9.3%
EL Total	1	14.3%	114,523	46.8%	1,112,502	54.5%	4	36.4%	106,318	45.0%	1,074,793	53.8%	4	36.4%	95,959	43.3%	1,009,030	52.6%
RFEP	6	85.7%	130,377	53.2%	927,694	45.5%	7	63.6%	129,789	55.0%	924,422	46.2%	7	63.6%	125,465	56.7%	909,298	47.4%
Total Ever EL	7	100.0%	244,900	100.0%	2,040,196	100.0%	11	100.0%	236,107	100.0%	1,999,215	100.0%	11	100.0%	221,424	100.0%	1,918,328	100.0%

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/ad/filesltel.asp

ICEF View Park Preparatory High

Board District: 1 | Region: South | Location Code: 8653

Students with Disabilities Report

This report displays the K-12 enrollment and the number of K-12 students with disabilities total, by incidence category, and by eligibility as reported on the Census Day (First Wednesday in October) CALPADS Fall 1 Certified Student Profile List Report (Report 8.1) submitted by Local Education Agencies (LEAs). LEAs are required to "certify" specified data during submission windows. The CDE uses certified data for state and federal reporting and to develop accountability metrics. Once data are certified by an LEA following the close of the Amendment Window, they are "frozen" and cannot be amended. High Incidence is defined as students in the Other Health Impairment, Specific Learning Disability, and Speech or Language Impairment categories. Low Incidence Students are defined as those in the Autism, Deafness, Emotional Disturbance, Hard of Hearing, Intellectual Disability, Multiple Disabilities, Orthopedic Impairment, Traumatic Brain Injury, and Visual Impairment categories.

Special Education Enrollment by Category												
	2023-2024						2024-2025					
	School			Los Angeles Unified			School			Los Angeles Unified		
Total Enrollment	354			529,902			313			516,685		
Students with Disabilities	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**
Total SWD Enrollment	59	100.0%	16.7%	78,319	100.0%	14.8%	58	100.0%	18.5%	80,505	100.0%	15.6%
High Incidence	55	93.2%	15.5%	52,153	66.6%	9.8%	55	94.8%	17.6%	52,412	65.1%	10.1%
Low Incidence	4	6.8%	1.1%	26,162	33.4%	4.9%	3	5.2%	1.0%	28,084	34.9%	5.4%
Autism	3	5.1%	0.8%	18,713	23.9%	3.5%	1	1.7%	0.3%	20,802	25.8%	4.0%
Deaf-Blindness	0	0.0%	0.0%	4	0.0%	0.0%	0	0.0%	0.0%	7	0.0%	0.0%
Deafness	0	0.0%	0.0%	188	0.2%	0.0%	0	0.0%	0.0%	178	0.2%	0.0%
Emotional Disturbance	1	1.7%	0.3%	1,148	1.5%	0.2%	2	3.4%	0.6%	1,082	1.3%	0.2%
Established Medical Disability	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	1	0.0%	0.0%
Hard of Hearing	0	0.0%	0.0%	971	1.2%	0.2%	0	0.0%	0.0%	931	1.2%	0.2%
Intellectual Disability	0	0.0%	0.0%	3,393	4.3%	0.6%	0	0.0%	0.0%	3,381	4.2%	0.7%
Multiple Disabilities	0	0.0%	0.0%	965	1.2%	0.2%	0	0.0%	0.0%	1,035	1.3%	0.2%
Other Health Impairment	19	32.2%	5.4%	10,930	14.0%	2.1%	14	24.1%	4.5%	11,596	14.4%	2.2%
Orthopedic Impairment	0	0.0%	0.0%	533	0.7%	0.1%	0	0.0%	0.0%	434	0.5%	0.1%
Specific Learning Disability	35	59.3%	9.9%	29,615	37.8%	5.6%	39	67.2%	12.5%	29,368	36.5%	5.7%
Speech or Language Impairment	1	1.7%	0.3%	11,608	14.8%	2.2%	2	3.4%	0.6%	11,448	14.2%	2.2%
Traumatic Brain Injury	0	0.0%	0.0%	66	0.1%	0.0%	0	0.0%	0.0%	66	0.1%	0.0%
Visual Impairment	0	0.0%	0.0%	185	0.2%	0.0%	0	0.0%	0.0%	175	0.2%	0.0%

Data Source: CALPADS 8.1 FALL 1 Certified Report. This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS).

ICEF View Park Preparatory High Resident Schools Data Set

Academic Performance Medians- English Language Arts

2022-2023 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	86	Red	-79.2	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	225	Orange	-59.3	Lower
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	94	Orange	-46.8	Lower
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	109	Red	-110.9	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	126	Orange	-14.0	Lower
George Washington Preparatory High	N/A	All Students	126	Red	-135.6	Higher
John C. Fremont Senior High	N/A	All Students	411	Red	-62.1	Lower
Manual Arts Senior High	N/A	All Students	213	Orange	-51.5	Lower
Mervyn M. Dymally High	N/A	All Students	142	Orange	-73.7	Lower
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	89	Yellow	-31.7	Lower
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	103	Green	1.4	Lower
Susan Miller Dorsey Senior High	N/A	All Students	175	Red	-91.4	Higher
Resident Schools Median	**N/A**	**All Students**	**1,813**	**Orange**	**-59.3**	**Lower**

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2022-2023 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							427
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**86**	**Red**	**-79.2**	**1,813**	**Orange**	**-59.3**	**Lower**
Black or African American	76	Red	-86.2	278	Red	-112.8	Higher
Socioeconomically Disadvantaged	84	Red	-79.9	1,341	Orange	-56.7	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

2023-2024 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	63	Orange	-46.8	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	238	Red	-93.2	Higher
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	112	Orange	-44.7	Lower
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	115	Orange	-94.0	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	126	Red	-70.6	Higher
George Washington Preparatory High	N/A	All Students	191	Orange	-85.6	Higher
John C. Fremont Senior High	N/A	All Students	389	Yellow	-38.5	Lower
Manual Arts Senior High	N/A	All Students	242	Red	-71.7	Higher
Mervyn M. Dymally High	N/A	All Students	172	Orange	-63.9	Higher
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	126	Red	-47.1	Higher
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	119	Orange	-25.5	Lower
Susan Miller Dorsey Senior High	N/A	All Students	183	Red	-97.5	Higher
Resident Schools Median	**N/A**	**All Students**	**2,013**	**Orange**	**-70.6**	**Higher**

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2023-2024 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							428
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**63**	**Orange**	**-46.8**	**2,013**	**Orange**	**-70.6**	**Higher**
Black or African American	58	Orange	-52.0	275	Red	-98.0	Higher
Socioeconomically Disadvantaged	62	Orange	-49.2	1,940	Red	-73.3	Higher

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

2024-2025 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	85	Green	4.4	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	256	Orange	-54.2	Higher
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	113	Green	0.8	Higher
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	104	Orange	-74.3	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	104	Green	7.2	Lower
George Washington Preparatory High	N/A	All Students	145	Red	-83.3	Higher
John C. Fremont Senior High	N/A	All Students	412	Red	-58.9	Higher
Manual Arts Senior High	N/A	All Students	204	Orange	-56.7	Higher
Mervyn M. Dymally High	N/A	All Students	141	Yellow	-32.5	Higher
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	116	Yellow	-37.3	Higher
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	127	Yellow	-10.7	Higher
Susan Miller Dorsey Senior High	N/A	All Students	170	Orange	-86.8	Higher
Resident Schools Median	**N/A**	**All Students**	**1,892**	**Orange**	**-54.2**	**Higher**

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2024-2025 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator **429**

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**85**	**Green**	**4.4**	**1,892**	**Orange**	**-54.2**	**Higher**
Black or African American	77	Yellow	-1.7	266	Orange	-92.4	Higher
Socioeconomically Disadvantaged	85	Green	4.4	1,841	Orange	-54.1	Higher

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High

Resident Schools Data Set

Academic Performance Medians- Math

2022-2023 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	86	Red	-178.2	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	225	Orange	-165.1	Lower
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	94	Orange	-140.2	Lower
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	108	Red	-183.1	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	126	Red	-129.9	Lower
George Washington Preparatory High	N/A	All Students	125	Orange	-182.3	Higher
John C. Fremont Senior High	N/A	All Students	412	Orange	-136.2	Lower
Manual Arts Senior High	N/A	All Students	213	Orange	-179.0	Higher
Mervyn M. Dymally High	N/A	All Students	142	Orange	-160.1	Lower
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	89	Orange	-118.7	Lower
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	103	Yellow	-98.5	Lower
Susan Miller Dorsey Senior High	N/A	All Students	175	Red	-199.9	Higher
Resident Schools Median	**N/A**	**All Students**	**1,812**	**Orange**	**-160.1**	**Lower**

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2022-2023 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							431
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**86**	**Red**	**-178.2**	**1,812**	**Orange**	**-160.1**	**Lower**
Black or African American	76	Red	-180.2	278	Red	-185.6	Higher
Socioeconomically Disadvantaged	84	Red	-177.4	1,342	Orange	-159.0	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

2023-2024 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	63	Orange	-169.1	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	238	Orange	-158.5	Lower
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	112	Orange	-122.5	Lower
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	115	Red	-183.6	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	125	Red	-160.2	Lower
George Washington Preparatory High	N/A	All Students	191	Orange	-171.8	Higher
John C. Fremont Senior High	N/A	All Students	387	Orange	-122.4	Lower
Manual Arts Senior High	N/A	All Students	243	Orange	-154.7	Lower
Mervyn M. Dymally High	N/A	All Students	172	Orange	-153.6	Lower
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	126	Red	-121.2	Lower
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	119	Red	-117.6	Lower

2023-2024 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
Susan Miller Dorsey Senior High	N/A	All Students	182	Orange	-162.9	Lower
Resident Schools Median	**N/A**	**All Students**	**2,010**	**Orange**	**-154.7**	**Lower**

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2023-2024 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**63**	**Orange**	**-169.1**	**2,010**	**Orange**	**-154.7**	**Lower**
Black or African American	58	Red	-180.1	275	Red	-182.6	Higher
Socioeconomically Disadvantaged	62	Orange	-167.9	1,937	Orange	-154.8	Lower

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
ICEF View Park Preparatory High	N/A	All Students	88	Yellow	-94.3	
Resident Schools	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Comparison (DFS)**
Augustus Hawkins High	N/A	All Students	257	Orange	-118.5	Higher
Communication and Technology at Diego Rivera Learning Complex	N/A	All Students	113	Yellow	-89.6	Lower
Crenshaw Science, Technology, Engineering, Math and Medicine Magnet	N/A	All Students	102	Orange	-125.8	Higher
Diego Rivera Learning Complex Green Design STEAM Academy	N/A	All Students	104	Yellow	-105.3	Higher
George Washington Preparatory High	N/A	All Students	146	Orange	-126.3	Higher
John C. Fremont Senior High	N/A	All Students	413	Red	-130.5	Higher
Manual Arts Senior High	N/A	All Students	205	Orange	-144.0	Higher

2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator						433
School Name	**Percent of Students Enrolled in Magnet Gifted (If Applicable)**	**Student Group**	**Number of Students with Scores**	**Charter Performance Level (color)**	**Charter (DFS)**	**Charter to Resident Comparison (DFS)**
Mervyn M. Dymally High	N/A	All Students	140	Orange	-115.6	Higher
Performing Arts Community at Diego Rivera Learning Complex	N/A	All Students	117	Red	-118.6	Higher
Public Service Community at Diego Rivera Learning Complex	N/A	All Students	127	Green	-41.2	Lower
Susan Miller Dorsey Senior High	N/A	All Students	169	Orange	-147.4	Higher
Resident Schools Median	**N/A**	**All Students**	**1,893**	**Orange**	**-118.6**	**Higher**

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ICEF View Park Preparatory High 2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**88**	**Yellow**	**-94.3**	**1,893**	**Orange**	**-118.6**	**Higher**
Black or African American	80	Yellow	-92.6	266	Orange	-158.0	Higher
Socioeconomically Disadvantaged	88	Yellow	-94.3	1,842	Orange	-119.5	Higher

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ATTACHMENT D

LOS ANGELES UNIFIED SCHOOL DISTRICT

Board of Education Report

DESEGREGATION IMPACT STATEMENT (DIS)
ICEF VIEW PARK PREPARATORY HIGH
BOARD OF EDUCATION REPORT 297 – 25/26
February 17, 2026

I. Category of Proposed Action:
The proposed action would renew the charter for five (5) years, beginning July 1, 2026 until June 30, 2031 to serve up to 500 students in grades 9-12 in each year of the charter term.

II. Summary Description of Current District Practice:
Charter schools are schools of choice by legislation and are open to any student in the State of California. Charter schools are granted renewal for single charter status for a minimum period of two years to a maximum of seven (7) years, depending on the state's classification of High, Middle or Low for a charter school's performance pursuant to applicable law. Low performing charter schools may be renewed for a period of two years, Middle performing charter schools for five years, and High performing charter schools may receive a term of five, six or seven years. It should be noted, however, that although State legislation allows students to attend a charter school from any area in the state, the Los Angeles Unified School District (LAUSD) is under Court Order, Crawford v. LAUSD, which applies to all schools within or chartered through the LAUSD. Any modifications to the Court-Ordered Integration Program must first be approved by Student Integration Services.

III. Proposed Change:
The approval of this charter petition would renew the charter of ICEF View Park Preparatory High for five (5) years beginning July 1, 2026 until June 30, 2031.

IV. Effects of This Proposal:
The Los Angeles Unified School District (LAUSD) does not guarantee availability of Court-ordered Integration funding. The charter school will be responsible for maintaining the Court Order and providing information requested by the LAUSD as set forth in the Charter petition. Modifications or school decisions cannot negatively impact or cause additional costs to the Court-ordered Integration budget.

V. Analyze the Impact of This Proposal on Integration, Desegregation, Re-segregation and/or Segregation:
If the Charter goals are met, there should be positive results on the five (5) Harms of Racial Isolation which are low academic achievement, low self-esteem, lack of access to post-secondary opportunities, interracial hostility and intolerance, and overcrowded conditions. The Court-ordered Integration Program for participating students will operate under various Court Orders for schools within the Los Angeles Unified School District. Any modification of the Court-ordered Integration Program must first be approved by Student Integration Services.

VI. If proposed action affects negatively any desegregation program, list other option(s) identified:
If the District Court-ordered Integration Guidelines are followed, there will not be a negative effect on the District's Court-ordered Integration Program.

PREPARED BY:
HELENA YOON-FONTAMILLAS, ED.D.
Specialist
Charter Schools Division

APPROVED BY:
KEITH H. ABRAHAMS, III
Executive Director
Student Integration Services

TAB 4

ITEM WITHDRAWN PRIOR TO MEETING PER PETITIONERS REQUEST

TAB 5

Los Angeles Unified School District
333 South Beaudry Ave,
Los Angeles, CA 90017

Board of Education Report

File #: Rep-281-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Charter Schools Division

Denial of the Renewal Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary [PUBLIC HEARING]
Charter Schools Division

Brief Description:
(Denial of the Renewal Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary) Recommends denial of the renewal petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, a Middle performing, Start-Up Independent charter school, located in Board District 1 and Region South, for five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 380 students in grades TK-5 in each year of the charter term. The school is requesting to decrease its current enrollment capacity from 400 students to 380 students to align with its facility capacity.

Action Proposed:
Adopt the denial of the renewal petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary ("Charter School"), a Start-Up Independent charter school, located in Board District 1 and Region South, and adoption of the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary.

Background:
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary is a TK-5 school currently serving 282 students in grades TK-4 on a private facility at 8505 S. Western Avenue, Los Angeles, CA, 90047 in Board District 1 and Region South. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary was originally approved by the LAUSD Board of Education on May, 1, 2018. Pursuant to Education Code section 47607.4, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary expires June 30, 2026.

On October, 29, 2025, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary submitted its charter renewal petition application to the Charter Schools Division seeking to continue operations of its independent charter school. The 90-day statutory timeline for Board Action on this Petition runs through January 27, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to February 26, 2026.

An initial Public Hearing was held on December 16, 2025.

Based on a comprehensive review and assessment of Charter School's renewal petition application and its record of performance, staff has determined that Charter School has not met the requirements set forth in

Education Code sections 47605, 47607 and/or 47607.2 and therefore recommends denial of the renewal petition.

Due Diligence:
Current TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary governing board members completed questionnaires so the District may assess whether any conflicts of interest arise based on the information provided. A confidential due diligence review of the charter school and its governing organization, school leader and financial manager, was performed by the Office of the Inspector General, and to the extent any material concerns were identified by the Office of the Inspector General, such information was forwarded to District staff for further assessment.

Statutory Framework and Criteria for Renewal:
A charter school must demonstrate that it is eligible for a renewal of its charter by meeting specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1: The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether the charter school is demonstrably unlikely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions. (The Board may not consider the community impact analysis or District fiscal analysis in determining whether to grant or deny a renewal petition).

Criterion 2: The Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the following categories - "high," "middle," or "low." The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance.

Criterion 3: Notwithstanding Criterion 1 and 2, the Board must also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607(e).) Additionally, the Board considers whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (Ed. Code, § 47607(e).)

Grounds for Nonrenewal:
Staff of the Charter Schools Division and the Office of the General Counsel reviewed the renewal charter petition application for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary and have assessed that the renewal petition application does not meet the criteria for approval. As fully discussed in the

attached Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, based on review of the petition and supporting documentation, staff has determined, that (1) As a Middle performing charter school, Charter School fails to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of Charter School. (Ed. Code, § 47607.2(b).) (Criterion 2); and (2) Petitioners are demonstrably unlikely to successfully implement the program set forth in the petition (Ed. Code § 47605(c)(2)) (Criterion 1) and therefore recommends denial of the renewal petition.

Expected Outcomes:
Denial will prevent Charter School from continuing its operations as a charter school under the authority of the LAUSD Board

Board Options and Consequences:
"Yes" - If the Board adopts the recommendation of denial and the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, Charter School would not be authorized to continue operating as a charter school under the terms of the authority of the LAUSD Board. Charter School's current charter expires on June 30, 2026. The petitioners may appeal a denial to Los Angeles County Board of Education. If the petition is approved on appeal by the Los Angeles County Board of Education, Charter School would be authorized by the Los Angeles County Board of Education. If the Los Angeles County Board of Education denies the renewal petition, the petitioners may appeal that denial to the California State Board of Education. If the denial of the renewal petition is reversed by the California State Board of Education, the California State Board of Education shall designate, in consultation with the petitioners, either the LAUSD Board or the Los Angeles County Board of Education as the chartering authority. This Board Report No. 281, accompanying documents, and transcript of the Board meeting, shall constitute the Board of Education's adopted written findings of fact for the denial of Charter School renewal petition.

"No" - If the Board does not adopt the recommendation of denial of the charter petition and the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, and instead takes specific action to approve the renewal charter petition, Charter School would be authorized to continue operating as a charter school under the terms of the approved renewal petition for a five (5) year period beginning July 1, 2026. Within 30 days, the Board requires that the school submit to the Charter Schools Division a revised renewal charter petition that is consistent with and meets all applicable legal and LAUSD requirements, including but not limited to a reasonably comprehensive description of all fifteen required elements and current Federal, State, District Required Language.

Policy Implications:
All provisions in the FSDRL shall be consistent with and be governed by all applicable legal and District policy requirements. To the extent any inconsistency may exist between any provision contained in the FSDRL and any applicable legal and District policy requirement, those applicable legal and District policy requirements shall control and the FSDRL shall be updated accordingly.

Budget Impact:
The Local Control Funding Formula (LCFF) and various other income sources of the District are reduced when current District students enroll at a charter school, and corresponding reduction in expenditures may not occur in such cases. If the Board adopts staff recommendation of denial of the petition, the action will not have a

budget impact. If the Board does not adopt the staff denial recommendation and the petition is approved, the impact on the budget will be commensurate with the terms of the specific Special Education Local Plan Area (SELPA) Memorandum of Understanding (MOU) (Option 1, 2, or 3) executed by the charter school and the District, if applicable.

Under Education Code section 47604(d), a chartering authority that grants a charter to a charter school to be operated as or by a nonprofit public benefit corporation is not liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school, if the chartering authority has complied with all oversight responsibilities required by law including, but not limited to, those required by Education Code section 47604.32 and Education Code section 47605(m). As the chartering authority, the District will continue to monitor and evaluate the charter school's fiscal condition and operations, and management of public funds, including review of all legally required fiscal reports, and the annual update of the charter school's LCAP. (Ed. Code, §§ 47604.32, 47604.33, 47606.5.) Any significant modifications to the charter school's charter or operations that raise financial implications would require a material revision prior to implementation. Charter schools are expected to secure and maintain all insurance coverage consistent with all applicable legal, District and charter requirements.

Charter School has selected LAUSD SELPA Option 2. Charter School's fair share contribution for special education will be 20% of the District's general fund contribution rate per Average Daily Attendance (ADA) for the first fiscal year of the charter petition period, which will be paid from Charter School's Local Control Funding Formula ("LCFF") funds or other unrestricted revenue sources. This formula will increase by 5% for each subsequent fiscal year of the charter petition period until the applicable percentage reaches 35%. For the remainder of the term of Charter School's charter, the rate will remain at 35% of the District's general fund contribution rate for each fiscal year. If Charter School is renewing its charter petition and has reached the 35% fair share contribution rate for special education, Charter School shall continue to contribute at the 35% rate for the full renewal period. If Charter School is renewing and has reached a fair share contribution rate that is less than 35%, Charter School's fair share contribution rate shall continue to increase by 5% per year from the prior year's rate until the applicable percentage reaches 35%. If Charter School does not spend its allocation of special education funds during a fiscal year of the charter petition period, the allocation of special education funds to Charter School for the next fiscal year will be reduced by an amount equal to the unspent special education funds of the previous fiscal year.

In addition to the payments required under this option, Charter School may request specific special education related services from the District through fee-for-service arrangements that will reflect the calculated cost of the requested services and will be contingent on the District's available resources.

Any change in the Option election that occurs during Charter School's charter term shall be mutually agreed upon and addressed in a MOU between the charter school and the District. The new Option election shall be effective on July 1 of the next school year with the corresponding fair share contribution.

Student Impact:
As stated in the LAUSD Policy and Procedures for Charter Schools, "[W]hen the LAUSD Board authorizes and oversees a charter school, it establishes a relationship to advance its vision and mission and to accelerate gains in academic achievement and accountability for all of its students and public schools," (Policy, p.3). Based on a comprehensive review and assessment of Charter School's renewal petition application, staff has determined that Charter School has not met the requirements for charter school and therefore recommends denial of the new petition.

Equity Impact:
Not applicable

Issues and Analysis:
If all applicable pending issues, including but not limited to special education requirements, special education local planning area (SELPA) requirements, governance, fiscal and facilities matters, are not resolved at the time of the Board meeting, the item may be pulled from the agenda to the extent consistent with the Charter Schools Act and the LAUSD Policy and Procedures for Charter Schools.

Attachments:
Attachment A- Staff Assessment and Recommendation Report
Attachment B- TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary Data Set
Attachment C- Findings of Fact in Support of Denial of the Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Budget and Petition will be available prior to the board meeting at the following link:
<https://drive.google.com/drive/folders/1lSmK_ewy3vEP__LMzgy9KpMoHfEb_Bll?usp=sharing>

Submitted:
01/15/26

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

CAROLYN SPAHT GONZALEZ
Chief of Staff

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

JOSÉ COLE-GUTIÉRREZ
Senior Executive Director of Strategy
Division of Data, Strategy, and Innovation

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

MARLA WILLMOTT
Director
Charter Schools Division

STAFF ASSESSMENT AND RECOMMENDATION REPORT
RENEWAL PETITION

Board of Education Report 281-25/26
February 17, 2026

School Name:	**TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary**		BOARD IS REQUIRED TO TAKE ACTION BY: **February 26, 2026**
Type of Charter School:	**Start-Up Independent Charter School**		
Charter Operator	**TEACH, Inc.**		
Location Code:	**2452**		
Type of Site(s):	**Private**		
Site Address(es):	**8505 S. Western Avenue, Los Angeles, CA 90047**		
Board District(s):	**1**	Region(s):	**South**
Grade Levels Served:	**TK-4***	Current Enrollment:	**282**
Grade Levels Authorized in Current Charter:	**TK-5**	Approved Enrollment in Current Charter:	**400** (see proposed change in "Action Proposed" below)
CONSIDERATION:	**Renewal**		
CDE PERFORMANCE CATEGORY: (PER CDE'S 2026 CLASSIFICATION)	**Middle Performing**		
STAFF RECOMMENDATION:	**Denial**		
PROPOSED BENCHMARKS:	**Not applicable**		

STAFF ASSESSMENT

I. ACTION PROPOSED

Staff recommends denial of the renewal petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary ("Charter School"), located in Board District 1 and Region South, for a term of five (5) years, beginning July 1, 2026, until June 30, 2031, to serve up to 380 students in grades TK-5 in each year of the charter term. The school is requesting to decrease its current enrollment capacity from 400 students to 380 students to align with its facility capacity.

*The charter school has not rolled out grade 5 due to space constraints at the current facility.

II. RENEWAL REQUIREMENTS

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the school has met the requirements for renewal set forth in Education Code sections 47605, 47607, 47607.2, and 47611.5.

Criteria for Charter School Renewal and Grounds for Nonrenewal

As part of staff's holistic review of the renewal petition application, the charter school must be determined to be eligible for renewal of its charter under the specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

- **Criterion 1:** Does the renewal petition include a sound educational program, a reasonably comprehensive description of the 15 elements required for petitions, an affirmation of each of the conditions described in Education Code section 47605(e), and are petitioners demonstrably unlikely to successfully implement the program set forth in the petition? (Ed. Code, § 47607(b).)
  For reasons more fully set forth in the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary*, these criteria have been determined to be bases for denial.

- **Criterion 2:** Is the charter school "high," "middle," or "low" performing? (see Ed. Code, §§ 47607(c), 47607.2(a), and 47607.2(b).) Has the charter school attained measurable increases in academic achievement schoolwide and for numerically significant student groups served by the charter school, and does the charter school have strong postsecondary outcomes, if applicable?
  For reasons more fully set forth in the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary*, these criteria have been determined to be bases for denial.

- **Criterion 3:** Is the charter school serving all pupils who wish to attend, or does the charter school have substantial fiscal or governance issues? (Ed. Code, § 47607(e).)
  These criteria have been determined not to be bases for denial.

Charter Petition Requirement:

In accordance with Education Code section 47611.5, a charter school charter shall contain a declaration regarding whether or not the charter school shall be deemed the exclusive public school employer of the employees at the charter school for the purposes of Section 3540.1 of the Government Code, and that declaration shall not be materially inconsistent with the charter.

- Does the petition contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school?
  This requirement has been determined not to be a basis for denial.

III. GENERAL SCHOOL INFORMATION

A. School History

	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary
Initial Authorization:	On May 1, 2018, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary was authorized by the LAUSD Board of Education to serve 400 students in grades TK-5.
Most Recent Renewal	This is the charter school's first consideration for renewal.

	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary
Most Recent Renewal (Cont.)	Pursuant to Education Code section 47607.4, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary expires June 30, 2026.
Approved Material Revisions of Current Charter:	The Board of Education approved a request for material revision on January 8, 2019, to add an admissions preference in accordance with SB740 requirements.
Board Benchmarks in Current Charter Term:	Not applicable
Submission of Renewal Petition Application:	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary submitted its renewal petition application on October 29, 2025. The 90 day statutory timeline for Board Action on this Petition runs through January 27, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to February 26, 2026.
Concurrent Request for Material Revision:	Not applicable
Master Plan for English Learners and Standard English Learners:	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary implements its own Master Plan for English Learners and Standard English Learners.
Special Education SELPA	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary participates in LAUSD Special Education Local Plan Area (SELPA) Option 2.

B. Charter School Operator

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary is operated by TEACH, Inc., a California nonprofit public benefit corporation that also operates two other LAUSD-authorized charter schools.

IV. STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE

a. Summary

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary has been identified by the state as a Middle performing charter school. The recommendation for renewal has

considered the schoolwide performance and performance of numerically significant student groups and the state and local indicators reported on the California School Dashboard.

Overall, Charter School's Dashboard performance was lower than the state in English Language Arts (ELA), Math, and on the English Language Progress Indicator (ELPI). Further analysis in ELA, Math, and ELPI demonstrated lower outcomes for the charter school when compared to Resident Schools Median. In addition, when comparing the CAASPP Standard Exceeded or Met rates in ELA and Math, the charter school was overall lower than the Resident Schools Median.

Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

b. Measurements of Academic Performance on the California School Dashboard

The California School Dashboard displays performance for seven state measures. The Performance Level, or color, is based on two factors. The current year data for the measure (Status) and the difference between current year and prior year data (Change). The point at which these two levels intersect on the five-by-five table determines the color. From highest to lowest, the Performance Levels are Blue, Green, Yellow, Orange, and Red. Below, the 2023, 2024, and 2025, Dashboard Performance Levels (colors) are provided.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary Dashboard Indicators

School Year	ELA	Math	English Learner Progress	College/Career	Chronic Absenteeism	Graduation Rate	Suspension Rate
2022-2023	Red	Orange	Orange	Not Applicable	Red	Not Applicable	Blue
2023-2024	Red	Orange	Orange	Not Applicable	Yellow	Not Applicable	Blue
2024-2025	Yellow	Yellow	Red	Not Applicable	Red	Not Applicable	Blue

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

c. English Language Arts Indicator

Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

d. Math Indicator

Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

e. English Learner Progress Indicator

Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

f. College/Career Indicator

Not applicable

g. Chronic Absenteeism Indicator

Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

h. Graduation Indicator [HS only]
Not applicable

i. Suspension Rate Indicator
In 2023, 2024, and 2025, the charter school's percentage of students suspended at least once was lower than the state for All Students, and for all numerically significant student groups.

j. Dashboard Local Indicators
Staff also considered the Local Indicators (e.g., Basic: Teachers, Instructional Materials, Facilities; Implementation of Academic Standards; Parent and Family Engagement; Local Climate Survey; Access to a Broad Course of Study) which have all been reported as "Not Met" in 2023, and "Met" in 2024 and 2025.

k. Additional Information
Not applicable

V. ANNUAL PERFORMANCE-BASED OVERSIGHT RESULTS

In accordance with Education Code section 47604.32, the District's Charter Schools Division (CSD) conducts at least one school site visit each year where the CSD evaluates charter school performance in the following four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Charter schools are rated in each category based on information and evidence gathered at the time of the annual performance-based oversight visit following a four-point rubric: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*. Please see below for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary outcomes on its annual oversight evaluation reports for the last two years.

a. Governance

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Proficient*
Concerns	No unresolved issues pending

b. Student Achievement and Educational Performance

Oversight Ratings/Concerns	
2023-2024	*Developing*
2024-2025	*Unsatisfactory*
Concerns	The rating of *Developing in 2023-2024* resulted from the average of academic indicators due to the school's performance on the CA State School Dashboard Indicators. The rating of *Unsatisfactory* in 2024-2025 was due to the school being identified as a Low performing charter school based on the state's published list.

c. Organizational Management, Programs, and Operations

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Proficient*
Concerns	No unresolved issues pending

d. Fiscal Operations

Oversight Ratings/Concerns	
2023-2024	*Accomplished*
2024-2025	*Accomplished*
Concerns	No unresolved issues pending

VI. FURTHER ANALYSIS FOR MIDDLE PERFORMING CHARTER SCHOOLS

Following the review of the foregoing performance data for this charter school placing a greater weight on academic performance on the California School Dashboard, staff determined that the school's ELA, Math, and ELPI data requires further review. Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* for more details.

VII. FISCAL MANAGEMENT AND PERFORMANCE

a. Fiscal Condition
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary's fiscal condition is positive and has been upward trending since the 2020-2021 fiscal year.

	2020-2021 (Audited Actuals)	2021-2022 (Audited Actuals)	2022-2023 (Audited Actuals)	2023-2024 (Audited Actuals)	2024-2025 (Unaudited Actuals)
Net Assets	$1,206,370	$2,399,625	$2,657,195	$3,084,344	$3,227,704
Net Income/Loss	$461,228	$1,193,255	$257,570	$427,149	$143,360
Transfers In/Out	$176,652[1]	$0	$0	$0	$0
Prior Year Adjustment(s)	$0	$0	$0	$0	$0
Norm Enrollment [A]	194	259	254	272	270

[1]The inbound transfer of $176,652 in Fiscal Year (FY) 2020-2021 was primarily due to the reallocation of the Paycheck Protection Program (PPP) loan forgiveness originally attributed to TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary. Initially, the entire PPP loan forgiveness amount was allocated to TEACH Academy of Technology. It was subsequently reallocated to each of the three TEACH charter schools and Home Office based on their respective shares.

[A] TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary reported 282 Norm Enrollment for FY 2025-2026. Charter School proposes to decrease its enrollment capacity to 380 for its renewal charter term. See Section **I. ACTION PROPOSED** above.

b. 2023-2024 Independent Audit Report
Audit Opinion: Unmodified/Unqualified
Material Weaknesses: None Reported
Deficiencies/Findings: None Reported
Lack of a Going Concern: None Reported

c. Other Significant Fiscal Information
The financial condition of the charter operator is summarized in the table below.

TEACH, Inc.					
Source: Independent Audit Report for the Year Ending June 30, 2024					
# of Charter Schools		**Including related parties and charter schools**		**Excluding related parties and charter schools**	
Operated	Authorized by LAUSD	Net Assets	Net Income / (Loss)	Net Assets	Net Income / (Loss)
3	3	$15,588,988	$422,546	($2,934,649)[1]	($269,027)[2]

[1]The FY 2023-2024 independent audit includes an adjustment to the TEACH, Inc. Home Office's segment of the consolidated balance sheet to reflect its investments in Cunningham and Morris, LLC, and Wooten Avila, LLC, for which TEACH, Inc. is the sole member. According to the FY 2023-2024 audit, "Deficit Investment in Subsidiary" of $3,548,254—$1,323,061 for Cunningham and Morris, LLC and $2,225,193 for Wooten Avila, LLC—was recorded as a liability on TEACH, Inc. Home Office's balance sheet, contributing to its negative net assets of ($2,934,649). When excluding the deficit investment in the two subsidiaries, the TEACH, Inc. Home Office would have reported a positive net asset balance of $613,605 as of June 30, 2024.

[2]The TEACH, Inc. Home Office's net loss reported for FY 2023-2024, consists of an operational surplus of $370,737 and a combined net loss of ($639,764) from its subsidiaries— ($263,549) for Cunningham and Morris, LLC, and ($376,215) for Wooten Avila, LLC. Further, based on the CSD's review of TEACH, Inc.'s annual independent audit reports, the net losses and negative fund balances reported by the two LLCs (see [1] comments above) were primarily due to non-cash depreciation expenses. Excluding accumulated depreciation expenses, Cunningham and Morris, LLC and Wooten Avila, LLC would have reported positive net assets of over $1.0 million and over $900,000, respectively, as of June 30, 2024.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

CA School Dashboard: Academic Performance - English Language Arts

This report shows the performance levels for the English Language Arts Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

ELA (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	98%	97	-81.7	0.5	Maintained	Red	-13.6	Lower	100%	97	-105.5	-23.8	Declined Significantly	Red	-13.2	Lower	100%	100	-51.3	54.2	Increased Significantly	Yellow	-8.1	Lower
African American/Black	98%	37	-84.7	0.2	Maintained	Red	-59.6	Lower	100%	40	-127.1	-42.3	Declined Significantly	Red	-58.9	Lower	100%	41	-55.7	71.3	Increased Significantly	Yellow	-51.3	Lower
English Learner	100%	42	-101.7	-3.5	Declined	Red	-67.7	Lower	100%	37	-95.4	6.4	Increased	Orange	-67.6	Lower	100%	36	-58.0	37.4	Increased Significantly	Yellow	-59.9	Higher
Latino	98%	58	-78.1	3.6	Increased	Orange	-40.2	Lower	100%	56	-91.1	-13.0	Declined	Red	-39.3	Lower	100%	57	-47.7	43.4	Increased Significantly	Yellow	-33.7	Lower
Socioeconomically Disadvantaged	98%	95	-82.3	-0.2	Maintained	Red	-42.6	Lower	100%	95	-106.0	-23.6	Declined Significantly	Red	-40.9	Lower	100%	99	-52.1	53.9	Increased Significantly	Yellow	-35.3	Lower
Students with Disabilities	100%	6	*	*	*	*	-96.3	*	100%	9	*	*	*	*	-95.6	*	100%	14	-84.9	--	--	--	-89.4	--

Data Sources: California School Dashboard Research data files.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

CA School Dashboard: Academic Performance - Math

This report shows the performance levels for the Mathematics Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Math (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	100%	99	-91.5	-5.4	Declined	Orange	-49.1	Lower	100%	98	-89.5	2.0	Maintained	Orange	-47.6	Lower	100%	100	-38.5	51.1	Increased Significantly	Yellow	-42.4	Higher
African American/Black	100%	38	-105.2	-5.4	Declined	Red	-104.5	Lower	100%	40	-87.0	18.1	Increased Significantly	Yellow	-102.2	Higher	100%	41	-46.5	40.5	Increased Significantly	Yellow	-95.8	Higher
English Learner	100%	42	-94.6	-7.1	Declined	Orange	-93.4	Lower	100%	38	-97.5	-2.9	Maintained	Red	-93.4	Lower	100%	36	-24.5	73.0	Increased Significantly	Green	-86.1	Higher
Latino	100%	59	-80.5	-7.6	Declined	Orange	-80.8	Higher	100%	57	-92.9	-12.4	Declined	Orange	-79.2	Lower	100%	57	-33.3	59.6	Increased Significantly	Yellow	-73.6	Higher
Socioeconomically Disadvantaged	100%	97	-91.5	-5.4	Declined	Orange	-80.8	Lower	100%	96	-90.2	1.3	Maintained	Orange	-78.2	Lower	100%	99	-39.1	51.1	Increased Significantly	Yellow	-72.9	Higher
Students with Disabilities	100%	6	*	*	*	*	-127.3	*	100%	9	*	*	*	*	-124.3	*	100%	14	-69.2	--	--	--	-120.7	--

Data Sources: California School Dashboard Research data files.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

CA School Dashboard: English Learner Progress Indicator (ELPI)

This report shows the percentage of current English learner (EL) students making progress towards English language proficiency at their school for all student groups in grades 1-12. The English Learner Progress Indicator (ELPI) relies on the results of the Summative English Language Proficiency Assessment (ELPAC), including Summative Alternate ELPAC results, to determine EL student progress. For the EL students taking the Summative ELPAC, those who increase an ELPI level or maintain ELPAC Level 4 are counted as making progress towards English language proficiency. ELPI Change measures the rate at which schools are improving their ability to move their EL students towards English language proficiency. It is the difference between the prior year Status and the current year Status. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with ''–'' means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported.

Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

English Learner Progress Indicator (ELPI) - CA School Dashboard Indicator

	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State
English Learner	64	45.3%	-19.6	Declined Significantly	Orange	48.7%	Lower	55	36.4%	-8.9	Declined	Orange	45.7%	Lower	49	24.5%	-11.9	Declined Significantly	Red	46.4%	Lower

Student English Language Acquisition Results Summative ELPAC

		School				State of California			
End Year	Student Group	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level
2023	EL	42.2%	3.1%	34.4%	20.3%	45.7%	2.3%	32.2%	18.3%
2024	EL	36.4%	0.0%	40.0%	23.6%	43.2%	1.9%	34.4%	19.1%
2025	EL	24.5%	0.0%	36.7%	38.8%	44.6%	1.3%	35.5%	17.2%

Districts and schools that do not meet the 95 percent participation rate on the Summative ELPAC and Summative Alternative ELPAC and have at least 30 EL students enrolled during the testing window (February 1 to May 31) will receive a modified ELPI rate on the California School Dashboard (Dashboard). For each district and school that does not meet the 95 percent target, the minimum number of students needed to reach a participation rate of at least 95 percent is determined. The resulting number of students will be counted as not making progress in the current ELPI Status calculation.

Summative ELPAC Participation Rate Report

		School				State of California			
End Year	Student Group	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%
2023	EL	88	89	98.9%	Y	1,048,300	1,069,515	98.0%	Y
2023	LTEL	--	--	--	--	193,182	202,530	95.4%	Y
2024	EL	84	84	100.0%	Y	1,028,083	1,047,977	98.1%	Y
2024	LTEL	--	--	--	--	182,603	190,459	95.9%	Y
2025	EL	70	70	100.0%	Y	947,393	963,338	98.3%	Y
2025	LTEL	--	--	--	--	175,106	181,495	96.5%	Y

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

CA School Dashboard: Chronic Absenteeism

This report shows the percentage of students in Kindergarten through grade eight who were absent 10 percent or more of the school year for all student groups in grades TK-8. Please note that good performance on the Chronic Absenteeism indicator means having the lowest percentage of students chronically absent in the current year. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with ''–'' means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status is reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Chronic Absenteeism - CA School Dashboard Indicator																					
	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State
All Students	277	56.0%	2.4	Increased	Red	24.3%	Higher	294	50.0%	-6.0	Declined Significantly	Yellow	18.6%	Higher	285	55.1%	5.1	Increased Significantly	Red	17.1%	Higher
African American/Black	114	64.0%	8.4	Increased	Red	36.4%	Higher	123	56.9%	-7.1	Declined	Orange	31.3%	Higher	124	62.1%	5.2	Increased	Red	29.8%	Higher
English Learner	93	54.8%	8.4	Increased	Red	26.3%	Higher	92	44.6%	-10.3	Declined	Orange	20.1%	Higher	73	49.3%	4.7	Increased	Red	18.1%	Higher
Foster Youth	11	45.5%	--	--	--	33.6%	--	5	*	*	*	*	30.5%	*	6	*	*	*	*	30.6%	*
Latino	155	50.3%	1.3	Increased	Red	28.4%	Higher	167	44.3%	-6.0	Declined Significantly	Yellow	21.7%	Higher	154	49.4%	5.0	Increased Significantly	Red	20.1%	Higher
Socioeconomically Disadvantaged	265	56.2%	3.2	Increased Significantly	Red	29.9%	Higher	288	50.0%	-6.2	Declined Significantly	Yellow	23.4%	Higher	280	55.7%	5.7	Increased Significantly	Red	21.7%	Higher
Students with Disabilities	12	58.3%	-11.7	Declined	--	33.1%	--	30	60.0%	1.7	Increased	--	26.3%	Higher	34	64.7%	4.7	Increased	Red	24.9%	Higher

Data Sources: California School Dashboard Research data files.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

CA School Dashboard: Suspension Rate Indicator

This report shows the number of students who have been suspended at least once in the school year for all student groups in grades TK-12. A student is counted as suspended in the suspension rate only once regardless of multiple suspensions or multiple days of suspension. Please note that good performance on the Suspension Rate Indicator means having the lowest percentage of students suspended in the current year. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status and change are reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Suspension Rate Indicator - CA School Dashboard Indicator																							
	Dashboard 2023							Dashboard 2024							Dashboard 2025								
Student Group	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State		
All Students	286	0.0%	0.0	Maintained	Blue	3.5%	Lower	303	0.0%	0.0	Maintained	Blue	3.2%	Lower	292	0.0%	0.0	Maintained	Blue	2.9%	Lower		
African American/Black	117	0.0%	0.0	Maintained	Blue	8.8%	Lower	129	0.0%	0.0	Maintained	Blue	8.4%	Lower	129	0.0%	0.0	Maintained	Blue	7.7%	Lower		
English Learner	97	0.0%	0.0	Maintained	Blue	3.7%	Lower	93	0.0%	0.0	Maintained	Blue	3.4%	Lower	74	0.0%	0.0	Maintained	Blue	3.2%	Lower		
Foster Youth	11	0.0%	--	--	--	13.6%	--	6	*	*	*	*	13.2%	*	6	*	*	*	*	13.0%	*		
Latino	161	0.0%	0.0	Maintained	Blue	3.8%	Lower	170	0.0%	0.0	Maintained	Blue	3.4%	Lower	156	0.0%	0.0	Maintained	Blue	3.0%	Lower		
Socioeconomically Disadvantaged	267	0.0%	0.0	Maintained	Blue	4.5%	Lower	297	0.0%	0.0	Maintained	Blue	4.0%	Lower	286	0.0%	0.0	Maintained	Blue	3.6%	Lower		
Students with Disabilities	12	0.0%	0.0	Maintained	--	5.9%	--	31	0.0%	0.0	Maintained	--	5.4%	Lower	34	0.0%	0.0	Maintained	Blue	5.0%	Lower		

Data Sources: California School Dashboard Research data files.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

Enrollment Report

This report displays CALPADS K-12 enrollment number and percentages of select student groups. Annual enrollment consists of the number of students primarily enrolled on Census Day (the first Wednesday in October). This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS). These data were reviewed and certified in CALPADS as being accurate by authorized district or school personnel. In order to certify data in CALPADS, authorized district or charter school personnel are required to review the accuracy of all data associated with the applicable CALPADS submission. The CDE collects some data on GATE programs through the CALPADS; however, this information is submitted by LEAs on a voluntary basis and it wouldn't necessarily be accurate as per CDE.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Enrollment by Ethnicity and Student Group						
	2023-2024			2024-2025		
Student Group	**School**	**Los Angeles Unified**	**State of California**	**School**	**Los Angeles Unified**	**State of California**
Enrollment	272	529,902	5,837,690	271	516,685	5,806,221
F/R Meal	96.3%	80.6%	61.6%	99.3%	81.9%	62.7%
GATE	0.0%	11.6%	N/A	0.0%	13.0%	N/A
English Learner	34.6%	20.1%	18.4%	25.1%	18.6%	17.4%
Foster Youth	0.7%	0.6%	0.5%	1.1%	0.5%	0.5%
Homeless Youth	0.0%	2.1%	3.6%	0.0%	2.7%	4.0%
Socioeconomically Disadvantaged	97.1%	81.3%	62.7%	99.3%	82.4%	63.6%
Students w/ Disabilities	7.0%	14.8%	13.7%	12.5%	15.6%	14.2%
Migrant Youth	0.0%	0.2%	0.8%	0.0%	0.2%	0.8%
African American/Black	42.3%	7.3%	4.9%	43.9%	7.1%	4.9%
American Indian or Alaska Native	0.0%	0.1%	0.4%	0.0%	0.1%	0.4%
Asian	0.0%	3.4%	9.9%	0.0%	3.3%	10.1%
Filipino	0.0%	1.7%	2.2%	0.0%	1.6%	2.2%
Latino	56.3%	73.8%	56.1%	53.5%	73.6%	56.1%
Native Hawaiian or Pacific Islander	0.0%	0.2%	0.4%	0.0%	0.2%	0.4%
White	1.5%	9.8%	20.3%	1.5%	9.7%	20.0%
Two or More Races	0.0%	2.0%	4.6%	1.1%	2.1%	4.8%
Not Reported	0.0%	1.8%	1.1%	0.0%	2.2%	1.2%

N/A: The CDE does not publish centralized, statewide Gifted and Talented Education (GATE) data.

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/sd/sd/filesenr.asp

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

Long-Term English Learners (LTEL) and “At-Risk”

Note: The “EL Total” column in this report displays the summed total of the disaggregated English Learner (EL) data in the four columns under the “English Learners” heading. The “Total (Ever-EL)” column displays the summed total of the data in the “RFEP” column plus the data in the four columns under the “English Learners” heading OR the data in the “EL Total” column, but not both. The percent values displayed in this report are calculated as a percent of the “Total (Ever-EL)” which fully and more accurately considers what happens to all EL students over time, including those who are Reclassified Fluent English Proficient (RFEP). Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

	2022-2023						2023-2024						2024-2025					
	School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California	
English Learners	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
LTEL 6+ Years	0	0.0%	17,921	7.3%	226,508	11.1%	0	0.0%	15,302	6.5%	211,186	10.6%	0	0.0%	13,052	5.9%	198,853	10.4%
At-Risk 4-5 Years	20	20.6%	17,295	7.1%	144,189	7.1%	19	18.8%	15,717	6.7%	136,188	6.8%	12	14.0%	11,406	5.2%	115,009	6.0%
EL 0-3 Years	61	62.9%	60,457	24.7%	505,486	24.8%	66	65.3%	60,574	25.7%	519,651	26.0%	55	64.0%	57,726	26.1%	516,862	26.9%
EL 4+ Years & Not At-Risk or LTEL	5	5.2%	18,850	7.7%	236,319	11.6%	9	8.9%	14,725	6.2%	207,768	10.4%	1	1.2%	13,775	6.2%	178,306	9.3%
EL Total	86	88.7%	114,523	46.8%	1,112,502	54.5%	94	93.1%	106,318	45.0%	1,074,793	53.8%	68	79.1%	95,959	43.3%	1,009,030	52.6%
RFEP	11	11.3%	130,377	53.2%	927,694	45.5%	7	6.9%	129,789	55.0%	924,422	46.2%	18	20.9%	125,465	56.7%	909,298	47.4%
Total Ever EL	97	100.0%	244,900	100.0%	2,040,196	100.0%	101	100.0%	236,107	100.0%	1,999,215	100.0%	86	100.0%	221,424	100.0%	1,918,328	100.0%

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/ad/filesltel.asp

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary

Board District: 1 | Region: South | Location Code: 2452

Students with Disabilities Report

This report displays the K-12 enrollment and the number of K-12 students with disabilities total, by incidence category, and by eligibility as reported on the Census Day (First Wednesday in October) CALPADS Fall 1 Certified Student Profile List Report (Report 8.1) submitted by Local Education Agencies (LEAs). LEAs are required to "certify" specified data during submission windows. The CDE uses certified data for state and federal reporting and to develop accountability metrics. Once data are certified by an LEA following the close of the Amendment Window, they are "frozen" and cannot be amended. High Incidence is defined as students in the Other Health Impairment, Specific Learning Disability, and Speech or Language Impairment categories. Low Incidence Students are defined as those in the Autism, Deafness, Emotional Disturbance, Hard of Hearing, Intellectual Disability, Multiple Disabilities, Orthopedic Impairment, Traumatic Brain Injury, and Visual Impairment categories.

Special Education Enrollment by Category												
	2023-2024						2024-2025					
	School			Los Angeles Unified			School			Los Angeles Unified		
Total Enrollment	272			529,902			271			516,685		
Students with Disabilities	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**
Total SWD Enrollment	19	100.0%	7.0%	78,319	100.0%	14.8%	34	100.0%	12.5%	80,505	100.0%	15.6%
High Incidence	13	68.4%	4.8%	52,153	66.6%	9.8%	25	73.5%	9.2%	52,412	65.1%	10.1%
Low Incidence	6	31.6%	2.2%	26,162	33.4%	4.9%	9	26.5%	3.3%	28,084	34.9%	5.4%
Autism	6	31.6%	2.2%	18,713	23.9%	3.5%	9	26.5%	3.3%	20,802	25.8%	4.0%
Deaf-Blindness	0	0.0%	0.0%	4	0.0%	0.0%	0	0.0%	0.0%	7	0.0%	0.0%
Deafness	0	0.0%	0.0%	188	0.2%	0.0%	0	0.0%	0.0%	178	0.2%	0.0%
Emotional Disturbance	0	0.0%	0.0%	1,148	1.5%	0.2%	0	0.0%	0.0%	1,082	1.3%	0.2%
Established Medical Disability	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	1	0.0%	0.0%
Hard of Hearing	0	0.0%	0.0%	971	1.2%	0.2%	0	0.0%	0.0%	931	1.2%	0.2%
Intellectual Disability	0	0.0%	0.0%	3,393	4.3%	0.6%	0	0.0%	0.0%	3,381	4.2%	0.7%
Multiple Disabilities	0	0.0%	0.0%	965	1.2%	0.2%	0	0.0%	0.0%	1,035	1.3%	0.2%
Other Health Impairment	1	5.3%	0.4%	10,930	14.0%	2.1%	5	14.7%	1.8%	11,596	14.4%	2.2%
Orthopedic Impairment	0	0.0%	0.0%	533	0.7%	0.1%	0	0.0%	0.0%	434	0.5%	0.1%
Specific Learning Disability	2	10.5%	0.7%	29,615	37.8%	5.6%	4	11.8%	1.5%	29,368	36.5%	5.7%
Speech or Language Impairment	10	52.6%	3.7%	11,608	14.8%	2.2%	16	47.1%	5.9%	11,448	14.2%	2.2%
Traumatic Brain Injury	0	0.0%	0.0%	66	0.1%	0.0%	0	0.0%	0.0%	66	0.1%	0.0%
Visual Impairment	0	0.0%	0.0%	185	0.2%	0.0%	0	0.0%	0.0%	175	0.2%	0.0%

Data Source: CALPADS 8.1 FALL 1 Certified Report. This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS).

FINDINGS OF FACT IN SUPPORT OF DENIAL OF THE RENEWAL CHARTER PETITION FOR TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION REPORT
February 17, 2026

I. INTRODUCTION

On October 29, 2025, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary (also referred to herein as, "TEACH," "Charter School," or "Petitioners") submitted a renewal petition application to the Los Angeles Unified School District ("LAUSD" or "District") seeking to renew its charter to serve up to 380 students in grades TK-5. Charter School currently operates on a private site located at 8505 S. Western Avenue, Los Angeles, CA 90047, which is served by Board District 1 and Region South. At the time of Charter School's renewal submission, Charter School was designated as a Low performing charter school per the California Department of Education's ("CDE") 2025 performance classification.

On January 8, 2026, the CDE published the 2026 performance classifications which reflected Middle performing status for TEACH. Thus, consistent with Charter School's designated performance classification, Charter School's submitted renewal application will be considered for a five-year term July 1, 2026 to June 30, 2031 ("Renewal Petition"). Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by Petitioners and the District, the timeline for Board Action for the Renewal Petition has been extended to February 26, 2026. (See Exhibit 1, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary Renewal Petition).

Pursuant to the Charter Schools Act (Ed. Code, § 47600 *et seq*.) and the adopted *LAUSD Policy and Procedures for Charter Schools* ("LAUSD policy" or "District policy"), LAUSD's Board of Education ("Board") has 90 days upon receipt of the renewal petition to either grant or deny the renewal petition unless an extension of an additional 30 days is mutually agreed upon by the parties. No later than 60 days following receipt of the renewal petition, the LAUSD Board must hold an initial public hearing to consider the level of support for the renewal petition by teachers employed by the District, other employees of the District, and parents. At the second public hearing at which the Board will either grant or deny the charter, the petitioners have equivalent time and procedures to present evidence and testimony to respond to District staff recommendation and findings. The LAUSD Board must publish all staff recommendations, including the recommended findings regarding the renewal petition at least 15 days before the public hearing at which the LAUSD Board will either grant or deny the renewal petition.

The District evaluates renewals petitions in accordance with the standards and criteria specified in the Charter Schools Act. Based on a comprehensive review of the Renewal Petition application and the record of performance of TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, as described in greater detail below, staff has determined that Charter School has not met the requirements set forth in Education Code sections 47605, 47607 and 47607.2 and therefore recommends denial of the Renewal Petition.

II. CRITERIA FOR RENEWAL AND GROUNDS FOR NONRENEWAL

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the charter school has met the requirements for renewal set forth in Education Code sections 47605, 47607, and 47607.2. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1:

The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether petitioners are not demonstrably unlikely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions.

While Criterion 1 is similar to the criteria for a new petition, for renewal petitions, there is more information and data regarding past performance since the initial petition for establishment of the charter school was granted. Thus, soundness of the educational program and capacity for implementation are assessed through the past performance of the existing charter school as indicators of likely future performance, including any applicable benchmarks that have been established. The LAUSD Board will examine the charter school's record in four key areas of charter school performance:

1) Governance
2) Student Achievement and Educational Performance
3) Organizational Management, Programs and Operations
4) Fiscal Operations

As part of its analysis, the LAUSD Board of Education is to assess the extent to which charter school governing board members and staff have successfully implemented the terms of their charter, addressed deficiencies, and demonstrated capacity to continue to do so in the future based on evidence of past performance.[1]

Criterion 2:

The LAUSD Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the

[1] See LAUSD policy pp. 28-29.

following categories - "High," "Middle," or "Low" performing. The state will publish an annual list of charter schools and their performance classification.

The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance. "Measurements of academic performance" refers to the state indicators included on the California School Dashboard that are based on statewide assessments in the California Assessment of Student Performance and Progress System (CAASPP), or any successor system, English Learner Progress Indicator (ELPI), or any successor system, and the College/Career Indicator (CCI). A charter school submitting a renewal petition should include in its application all evidence and data related to the charter school's performance on the California School Dashboard.

Middle Performing Charter Schools

For all charter schools that do not meet the High performing or Low performing criteria, the LAUSD Board shall consider the charter school under Middle performing criteria. (Ed. Code, § 47607.2(b)(1).) Pursuant to Education Code section 47607.2(b), the LAUSD Board shall consider the following:

(1) The schoolwide performance and performance of all student groups of pupils served by the charter school on both the state and local indicators on the California School Dashboard; and

(2) The LAUSD Board shall provide greater weight to the performance on measurements of academic performance on the California School Dashboard.

The LAUSD Board may deny a renewal petition of a Middle performing charter school pursuant to section 47607.2(b) upon making each of the following written factual findings:

(1) The charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school;

(2) The closure of the charter school is in the best interest of the pupils; and

(3) The decision provided greater weight to the performance on the measurements of academic performance.

When determining whether to deny a renewal petition under prong 1 or 2, LAUSD will consider the full oversight record of the charter school, providing greater weight to performance on the measurements of academic performance. This consideration will include a comparison to Resident Schools' performance on the measurements of academic performance (e.g., reclassification rates, Long-Term English Learner (LTEL) rates, and percentage of students Met or Exceeded Standards as measured on the CAASPP as compared to the state averages, California School Dashboard data, four-year cohort graduation rates). A list of Resident Schools is generated, based on students' addresses as reported in CALPADS. For schools within an LAUSD "Zone of Choice," all the schools that the students could have potentially attended will be used to calculate a Resident Schools Median (RSM).

For a charter renewed as a Middle performing charter school, the LAUSD Board shall grant a renewal for a period of five years. (Ed. Code, § 47607.2(b).)

Criterion 3:

Notwithstanding Criterion 1 and 2, the LAUSD Board will also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607(e)€.) Additionally, the LAUSD Board shall consider whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (Ed. Code, § 47607(e).)

Specifically, the LAUSD Board may deny renewal of any charter petition, regardless of whether the charter school satisfies the High, Middle, or Low performing criteria, upon a finding that either:

(1) The charter school is demonstrably unlikely to successfully implement the program set forth in the renewal petition due to either:

(a) Substantial fiscal factors, or
(b) Substantial governance factors.

Pursuant to the District policy, substantial fiscal factors may include, but are not limited to, issues related to the charter school's fiscal solvency, mismanagement of funds, cash flow concerns, or outstanding financial liabilities owed to the District and/or others (e.g., contractual obligations, judgments/settlements, unpaid bills or debts, fee-for-service arrangements, facilities related costs, Prop. 39 over-allocated space reimbursements, etc.). Substantial governance factors may include, but are not limited to, issues related to the retention of faculty (such as school leadership and teachers) which rise to the level of disruption of delivery of educational programs; conflicts of interest; or, violations of the Brown Act or California Public Records Act.

(2) The charter school is not serving the pupils who wish to attend.

Upon a finding that the charter school is not serving all pupils who wish to attend, LAUSD must identify evidence supporting this finding, including aggregate data reflecting pupil enrollment patterns at the charter school. (Ed. Code, § 47607(d).)[2]

Prior to a nonrenewal determination pursuant to number 1 or 2 noted above, LAUSD shall provide the charter school with at least 30 days' notice of the alleged violation and provide the charter school with a reasonable opportunity to cure the violation, including providing an opportunity for the charter school to present a proposed corrective plan. (Ed. Code, § 47607(e).) After providing notice of the alleged violation and reasonable opportunity to cure the violation, the LAUSD Board may deny a renewal petition if it finds that either:

(1) The corrective action proposed by the charter school has been unsuccessful, or
(2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

[2] See LAUSD Policy, pp. 37-38.

III. FINDINGS OF FACT IN SUPPORT OF DENIAL OF CHARTER RENEWAL

Based on a comprehensive review of Charter School's Renewal Petition application and Charter School's record of academic performance, District staff recommends that the LAUSD Board **deny** the Renewal Petition and adopt these *Findings of Fact In Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary based* on the following ground(s):

- As a Middle performing charter school, Charter School fails to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of Charter School. (Ed. Code, § 47607.2(b).) (Criterion 2); and

- Petitioners are demonstrably unlikely to successfully implement the program set forth in the Renewal Petition (Ed. Code § 47605(c)(2).) (Criterion 1)

A. Charter School failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of Charter School. (Ed. Code, § 47607.2(b).) (Criterion 2)

Charter School has been identified by the CDE as a Middle performing charter school.[3] While giving greater weight to Charter School's performance on the measurements of academic performance, District staff finds that Charter School has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of Charter School, and that closure of Charter School is in the best interest of pupils.

1. Academic Performance Analysis

Based on a comprehensive review of the Renewal Petition, and Charter School's record of academic performance, as outlined below, District staff determined that Charter School failed to make sufficient progress in academic achievement schoolwide and for numerically significant student groups based on the California School Dashboard in English Language Arts (ELA), Math, the English Learner Progress Indicator (ELPI), and Chronic Absenteeism. As outlined in the findings of fact in this Report, and the attached Exhibits, which are hereby incorporated into this finding by this reference, for the applicable measurements of academic performance, Charter School has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of Charter School, and that closure of Charter School is in the best interest of pupils. (See Exhibit 2, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary Data Set.)

a. California School Dashboard English Language Arts Academic Indicator

In 2023 and 2024, in English Language Arts (ELA), Charter School's Distance from Standard (DFS) was lower than the state for All Students, and lower than the state for all four numerically significant student groups. In 2025 in ELA, Charter School's DFS was lower than the state for All Students, and lower than the state for three of four numerically significant student groups.

[3] The list of charter schools and their respective performance categories, as determined by the criteria outlined in Education Code section 47607.2, published by CDE's Charter Schools Division is available at https://www.cde.ca.gov/sp/ch/csperformcategory.asp.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - English Language Arts Indicator - 2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Red**	**-81.7**	**0.5**	**Orange**	**-13.6**	**Lower**
Black or African American	Met	Red	-84.7	0.2	Orange	-59.6	Lower
Latino	Met	Orange	-78.1	3.6	Orange	-40.2	Lower
English Learner	Met	Red	-101.7	-3.5	Orange	-67.7	Lower
Socioeconomically Disadvantaged	Met	Red	-82.3	-0.2	Orange	-42.6	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - English Language Arts Indicator - 2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Red**	**-105.5**	**-23.8**	**Orange**	**-13.2**	**Lower**
Black or African American	Met	Red	-127.1	-42.3	Orange	-58.9	Lower
Latino	Met	Red	-91.1	-13.0	Orange	-39.3	Lower
English Learner	Met	Orange	-95.4	6.4	Orange	-67.6	Lower
Socioeconomically Disadvantaged	Met	Red	-106.0	-23.6	Orange	-40.9	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - English Language Arts Indicator - 2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-51.3**	**54.2**	**Yellow**	**-8.1**	**Lower**
Black or African American	Met	Yellow	-55.7	71.3	Yellow	-51.3	Lower
Latino	Met	Yellow	-47.7	43.4	Yellow	-33.7	Lower
English Learner	Met	Yellow	-58.0	37.4	Yellow	-59.9	Higher
Socioeconomically Disadvantaged	Met	Yellow	-52.1	53.9	Yellow	-35.3	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

b. California School Dashboard Math Academic Indicator

In 2023 and 2024 in Math, Charter School's DFS was lower than the state for All Students, and lower than the state for three of four numerically significant student groups. In 2025 in Math, Charter School's DFS was higher than the state for All Students, and for all four student groups.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary – Math-2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-91.5**	**-5.4**	**Orange**	**-49.1**	**Lower**
Black or African American	Met	Red	-105.2	-5.4	Red	-104.5	Lower
Latino	Met	Orange	-80.5	-7.6	Orange	-80.8	Higher
English Learner	Met	Orange	-94.6	-7.1	Orange	-93.4	Lower
Socioeconomically Disadvantaged	Met	Orange	-91.5	-5.4	Yellow	-80.8	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary – Math-2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-89.5**	**2.0**	**Orange**	**-47.6**	**Lower**
Black or African American	Met	Yellow	-87.0	18.1	Red	-102.2	Higher
Latino	Met	Orange	-92.9	-12.4	Orange	-79.2	Lower
English Learner	Met	Red	-97.5	-2.9	Orange	-93.4	Lower
Socioeconomically Disadvantaged	Met	Orange	-90.2	1.3	Orange	-78.2	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary – Math-2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-38.5**	**51.1**	**Yellow**	**-42.4**	**Higher**
Black or African American	Met	Yellow	-46.5	40.5	Orange	-95.8	Higher
Latino	Met	Yellow	-33.3	59.6	Yellow	-73.6	Higher
English Learner	Met	Green	-24.5	73.0	Yellow	-86.1	Higher
Socioeconomically Disadvantaged	Met	Yellow	-39.1	51.1	Yellow	-72.9	Higher

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

c. California School Dashboard ELPI

In 2023, 2024, and 2025 on the ELPI, the charter school's English Learner Progress Rate was lower than the state.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - English Learner Progress Indicator - 2022-2023

Student Group	Charter ELPAC Participation Rate	Charter Color	Charter EL Progress Rate	Charter Change	State Color	State EL Progress Rate	Charter to State Comparison
English Learner	Met	Orange	45.3%	-19.6%	Yellow	48.7%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - English Learner Progress Indicator - 2023-2024

Student Group	Charter ELPAC Participation Rate	Charter Color	Charter EL Progress Rate	Charter Change	State Color	State EL Progress Rate	Charter to State Comparison
English Learner	Met	Orange	36.4%	-8.9%	Orange	45.7%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

TEACH Preparatory Mildred S Cunningham Edith H Morris Elementary - English Learner Progress Indicator - 2024-2025

Student Group	Charter ELPAC Participation Rate	Charter Color	Charter EL Progress Rate	Charter Change	State Color	State EL Progress Rate	Charter to State Comparison
English Learner	Met	Red	24.5%	-11.9%	Yellow	46.4%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

d. California School Dashboard Chronic Absenteeism Indicator

In 2023, 2024, and 2025 on the Chronic Absenteeism Indicator, Charter School's rate of chronic absenteeism was higher than the state for All Students and for all numerically significant student groups. Furthermore, All Students and the numerically significant student groups increased or increased significantly in the most recent year with Chronic Absenteeism rate ranging from 49.3% to 64.7%.

TEACH Preparatory Mildred S Cunningham Edith H Morris Elementary – Chronic Absenteeism Indicator

Chronic Absenteeism - CA School Dashboard Indicator

	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State
All Students	277	56.0%	2.4	Increased	Red	24.3%	Higher	294	50.0%	-6.0	Declined Significantly	Yellow	18.6%	Higher	285	55.1%	5.1	Increased Significantly	Red	17.1%	Higher
African American/Black	114	64.0%	8.4	Increased	Red	36.4%	Higher	123	56.9%	-7.1	Declined	Orange	31.3%	Higher	124	62.1%	5.2	Increased	Red	29.8%	Higher
English Learner	93	54.8%	8.4	Increased	Red	26.3%	Higher	92	44.6%	-10.3	Declined	Orange	20.1%	Higher	73	49.3%	4.7	Increased	Red	18.1%	Higher
Foster Youth	11	45.5%	--	--	--	33.6%	--	5	*	*	*	*	30.5%	*	6	*	*	*	*	30.6%	*
Latino	155	50.3%	1.3	Increased	Red	28.4%	Higher	167	44.3%	-6.0	Declined Significantly	Yellow	21.7%	Higher	154	49.4%	5.0	Increased Significantly	Red	20.1%	Higher
Socioeconomically Disadvantaged	265	56.2%	3.2	Increased Significantly	Red	29.9%	Higher	288	50.0%	-6.2	Declined Significantly	Yellow	23.4%	Higher	280	55.7%	5.7	Increased Significantly	Red	21.7%	Higher
Students with Disabilities	12	58.3%	-11.7	Declined	--	33.1%	--	30	60.0%	1.7	Increased	--	26.3%	Higher	34	64.7%	4.7	Increased	Red	24.9%	Higher

Data Sources: California School Dashboard Research data files.

2. Charter School has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school.

Based on the information and findings established above (section 1) and as evidenced by the tables/data provided herein, and supporting exhibits attached to this Report, District staff recommends denial (non-renewal) of Charter School's Renewal Petition on the grounds that

Charter School has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of Charter School.

3. Closure of Charter School is in the best interest of pupils.

The District weighs various factors in determining whether closure of Charter School is in the best interests of students. Following consideration of Charter School's schoolwide performance and performance of its numerically significant student groups on the California School Dashboard, while providing greater weight to performance on measurements of academic performance, the District conducts a further analysis and considers the performance of Resident Schools where students may have otherwise attended, to determine that closure of Charter School is in the best interest of students.

The District's consideration, as explored below, included a comparison to Resident Schools' performance on the measurements of academic performance, including California School Dashboard data and California Assessment of Student Performance and Progress (CAASPP).[4]

a. Resident School Medians CA School Dashboard Indicator Student Group Comparison Analysis

English Language Arts RSM Comparison

As reflected in the tables below, when comparing Charter School to the RSM in ELA, Charter School data indicates that its student performance on the California School Dashboard in 2023, 2024, and 2025 was lower than the RSM for All Students and for all numerically significant student groups, with the exception of the African-American student group in 2023 and 2025.

Academic Performance Medians- English Language Arts

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2022-2023 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**97**	**Red**	**-81.7**	**1,137**	**Orange**	**-65.1**	**Lower**
Black or African American	37	Red	-84.7	373	Red	-95.2	Higher
Latino	58	Orange	-78.1	732	Orange	-51.2	Lower
English Learner	42	Red	-101.7	351	Orange	-60.9	Lower
Socioeconomically Disadvantaged	95	Red	-82.3	1,119	Orange	-66.1	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

[4] See Exhibit 3, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary's RSM Data.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2023-2024 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**97**	**Red**	**-105.5**	**1,157**	**Orange**	**-59.2**	**Lower**
Black or African American	40	Red	-127.1	364	Orange	-90.0	Lower
Latino	56	Red	-91.1	752	Orange	-53.2	Lower
English Learner	37	Orange	-95.4	401	Orange	-60.7	Lower
Socioeconomically Disadvantaged	95	Red	-106.0	1,127	Orange	-59.1	Lower

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2024-2025 English Language Arts (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
All Students	**100**	**Yellow**	**-51.3**	**1,164**	**Yellow**	**-43.9**	**Lower**
Black or African American	41	Yellow	-55.7	358	Orange	-72.3	Higher
Latino	57	Yellow	-47.7	746	Yellow	-35.5	Lower
English Learner	36	Yellow	-58.0	384	Yellow	-41.5	Lower
Socioeconomically Disadvantaged	99	Yellow	-52.1	1,142	Yellow	-45.2	Lower

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

Math RSM Comparison

As reflected in the tables below, when comparing Charter School to the RSM in Math, Charter School's data indicates that its student performance on the California Dashboard in 2023 was lower than the state for All Students, and for all numerically significant student groups. In 2024, Charter School was lower than the state for All Students, and the majority of numerically significant student groups. In 2025, Charter School was higher than the state for All Students, and for all numerically significant student groups.

Academic Performance Medians- Math

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2022-2023 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**99**	**Orange**	**-91.5**	**1,137**	**Yellow**	**-66.0**	**Lower**
Black or African American	38	Red	-105.2	374	Orange	-101.3	Lower
Latino	59	Orange	-80.5	730	Yellow	-50.6	Lower
English Learner	42	Orange	-94.6	350	Yellow	-59.4	Lower
Socioeconomically Disadvantaged	97	Orange	-91.5	1,119	Yellow	-66.6	Lower

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2023-2024 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**98**	**Orange**	**-89.5**	**1,167**	**Yellow**	**-55.7**	**Lower**
Black or African American	40	Yellow	-87.0	364	Orange	-93.8	Higher
Latino	57	Orange	-92.9	762	Yellow	-41.3	Lower
English Learner	38	Red	-97.5	408	Orange	-53.5	Lower
Socioeconomically Disadvantaged	96	Orange	-90.2	1,136	Yellow	-55.2	Lower

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator

Student Group	Number of Students with Scores	Charter Color	Charter (DFS)	Resident Schools Number of Students with Scores	Resident Schools Median Color	Resident Schools Median (DFS)	Charter to Resident Schools Median Comparison (DFS)
All Students	**100**	**Yellow**	**-38.5**	**1,173**	**Yellow**	**-49.5**	**Higher**
Black or African American	41	Yellow	-46.5	357	Orange	-88.7	Higher
Latino	57	Yellow	-33.3	756	Orange	-36.2	Higher
English Learner	36	Green	-24.5	395	Yellow	-42.0	Higher

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2024-2025 Math (Grades 3-8 and Grade 11) Academic Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of Students with Scores**	**Charter Color**	**Charter (DFS)**	**Resident Schools Number of Students with Scores**	**Resident Schools Median Color**	**Resident Schools Median (DFS)**	**Charter to Resident Schools Median Comparison (DFS)**
Socioeconomically Disadvantaged	99	Yellow	-39.1	1,151	Orange	-49.2	Higher

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

ELPI RSM Comparison

As reflected in the tables below, when comparing Charter School to the RSM on the English Language Performance Indicator (ELPI), Charter School's data indicates that its student performance on the California School Dashboard in 2023 was higher than the RSM, but in 2024 and 2025was lower than the RSM.

Academic Performance Medians- English Learner Progress Indicator

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2022-2023 English Learner Progress Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of EL Students with a Performance Level in Both the Current and Prior Year**	**Charter Performance Level (color)**	**Charter Percentage of English Learner making progress towards English proficiency**	**Resident Number of EL Students with a Performance Level in Both the Current and Prior Year**	**Resident Schools Median Color**	**Resident Median Percentage of English Learner making progress towards English proficiency**	**Charter to Resident Schools Median Comparison**
English Learner	**64**	**Orange**	**45.3%**	**535**	**Orange**	**45.1%**	**Higher**

Data Sources: California School 2023 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2023-2024 English Learner Progress Indicator Medians - CA School Dashboard Indicator							
Student Group	**Number of EL Students with a Performance Level in Both the Current and Prior Year**	**Charter Performance Level (color)**	**Charter Percentage of English Learner making progress towards English proficiency**	**Resident Number of EL Students with a Performance Level in Both the Current and Prior Year**	**Resident Schools Median Color**	**Resident Median Percentage of English Learner making progress towards English proficiency**	**Charter to Resident Schools Median Comparison**
English Learner	**55**	**Orange**	**36.4%**	**491**	**Green**	**57.4%**	**Lower**

Data Sources: California School 2024 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary 2024-2025 English Learner Progress Indicator Medians - CA School Dashboard Indicator							
Student Group	Number of EL Students with a Performance Level in Both the Current and Prior Year	Charter Performance Level (color)	Charter Percentage of English Learner making progress towards English proficiency	Resident Number of EL Students with a Performance Level in Both the Current and Prior Year	Resident Schools Median Color	Resident Median Percentage of English Learner making progress towards English proficiency	Charter to Resident Schools Median Comparison
English Learner	49	Red	24.5%	392	Green	58.8%	Lower

Data Sources: California School 2025 Dashboard Research data files. 2024-2025 Resident Schools used for comparison.

b. CAASPP Standards Exceeded and Standard Met Comparison Analysis

Staff reviewed CAASPP Standard Met or Exceeded data for RSM for the applicable grade levels served by Charter School[5], that indicates TEACH performed lower than the RSM in 2023 and 2024, and in 2025 for one of two grade levels in ELA. In Math, the review of the CAASPP Standard Met or Exceeded data for RSM indicates that TEACH performed lower than the RSM in 2023 and 2024, and in 2025 for one of two grade levels.

TEACH Preparatory Mildred S. Cunningham & Edith H. English Language Arts/Literacy									
Grade	2022-2023 Charter Standard Exceeded and Standard Met %	2022-2023 Resident Schools Median Standard Exceeded and Standard Met %	2022-2023 Charter to Resident Comparison	2023-2024 Charter Standard Exceeded and Standard Met %	2023-2024 Resident Schools Median Standard Exceeded and Standard Met %	2023-2024 Charter to Resident Comparison	2024-2025 Charter Standard Exceeded and Standard Met %	2024-2025 Resident Schools Median Standard Exceeded and Standard Met %	2024-2025 Charter to Resident Comparison
3	9.8	22.0	Lower	17.3	23.7	Lower	34.0	31.0	Higher
4	23.1	23.3	Lower	5.8	27.6	Lower	25.0	25.2	Lower

TEACH Preparatory Mildred S. Cunningham & Edith H. Mathematics									
Grade	2022-2023 Charter Standard Exceeded and Standard Met %	2022-2023 Resident Schools Median Standard Exceeded and Standard Met %	2022-2023 Charter to Resident Comparison	2023-2024 Charter Standard Exceeded and Standard Met %	2023-2024 Resident Schools Median Standard Exceeded and Standard Met %	2023-2024 Charter to Resident Comparison	2024-2025 Charter Standard Exceeded and Standard Met %	2024-2025 Resident Schools Median Standard Exceeded and Standard Met %	2024-2025 Charter to Resident Comparison
3	3.9	29.9	Lower	9.6	33.1	Lower	32.0	34.2	Lower
4	9.3	18.9	Lower	7.7	30.1	Lower	32.7	32.7	Same

[5] The charter school has not rolled out grade 5 due to space constraints at the current facility.

The District weighed various factors in determining whether closure of Charter School is in the best interest of students. Following consideration of Charter School's schoolwide performance and performance of its numerically significant student groups on the California School Dashboard, while providing greater weight to performance on measurements of academic performance, the District conducted a further analysis and considered the performance of Resident Schools where students may otherwise attend, and determined that closure of Charter School is in the best interest of its students. (Ed. Code, § 47607.2(b).) The District's consideration included a comparison to Resident Schools' performance on the measurements of academic performance, including California School Dashboard data, and CAASPP. (*See* Exhibit 3, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary RSM Data).

B. Petitioners are demonstrably unlikely to successfully implement the program set forth in the Renewal Petition (Ed. Code, § 47605(c)(2))

In evaluating whether a petitioner is demonstrably unlikely to successfully implement[6] the program set forth in the renewal petition, the LAUSD Board assesses a variety of factors.[7] Based on the grounds and analyses set forth below, the Petitioners are demonstrably unlikely to successfully implement the program set forth in the Renewal Petition. (Ed. Code, § 47605(c)(2).)

a. Annual Oversight Pertaining to Student Achievement and Educational Performance

LAUSD performs ongoing oversight to continually monitor a charter school's progress and attainment of measurable pupil outcomes, educational programs, operations, governance, and fiscal management, as well as compliance with all applicable laws and the terms of the charter. Pursuant to the District's statutory oversight obligations, the District assesses a charter school's performance across four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Each area is rated using a four-point rubric: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*, based on the evidence collected during the annual performance oversight visit.

Ultimately, information gathered through oversight serves as part of Charter School's ongoing record for the District to make informed decisions about Charter School's renewal.

Charter School's Annual Performance-Based Oversight Visit (APBOV) reports reflect that in the area of Student Achievement, Charter School did not earn ratings higher than 1 (*Unsatisfactory*) or 2 (*Developing*) in the current term. The low ratings in Academic Achievement were all due to Charter School's performance on the California School Dashboard and the average of the indicator scores. (See table below)

APBOV Report Section	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Student Achievement and Educational Performance	No Rating	No Rating	No Rating	No Rating	2	2	1

[6] The policy for "demonstrably unlikely to successfully implement the program" includes factors and guidance promulgated by the State Board of Education. See Title 5 California Code of Regulations, section 11967.5.1.
[7] See LAUSD policy, pgs. 12-13.

As reflected above, Charter School's past academic history does not demonstrate positive academic achievement for its students. Therefore, Petitioners are demonstrably unlikely to successfully implement the educational program set forth in the Renewal Petition.

IV. RECOMMENDATION

Based on the foregoing, District staff recommends that the LAUSD Board deny TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary's Renewal Petition. The recommendation for denial is based on findings that Charter School does not meet the criteria for renewal as a Middle performing charter school based on failure to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of Charter School; and the Petitioners are demonstrably unlikely to successfully implement the educational program set forth in the Renewal Petition.

In order to deny the Renewal Petition on the grounds set forth above, the LAUSD Board must make written findings setting forth specific facts to support the denial of the renewal petition. (Ed. Code § 47605(c); and Ed. Code, §47607.2(b).) Should the LAUSD Board decide to deny renewal of the Charter School's charter, District staff recommends that the Board adopt these *Findings of Fact in Support of Denial of the Renewal Charter Petition for TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary* as the Board's written findings of fact in support of the denial.

Exhibits are available for perusal at the following link:
https://drive.google.com/drive/folders/1udey06U11j8BpNLGJvO83YC9lgvO3GwV?usp=sharing

TAB 6

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: Rep-299-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Charter Schools Division

Denial of the Renewal Petition for California Creative Learning Academy Middle [PUBLIC HEARING]
Charter Schools Division

Brief Description:
(Denial of the Renewal Petition for California Creative Learning Academy Middle) Recommends denial of the renewal petition for California Creative Learning Academy Middle, a Low performing, Start-Up Independent charter school, located in Board District 5 and Region West.

Action Proposed:
Adopt the denial of the renewal charter petition for California Creative Learning Academy Middle ("Charter School"), proposed to be located in Board District 5 and Region West, and adoption of the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle.

Background:
California Creative Learning Academy Middle is a 6-8 school currently serving 103 students on a private facility at 2709 Media Center Drive, Los Angeles, CA, 90065 in Board District 5 and Region West. California Creative Learning Academy Middle was originally approved by the LAUSD Board of Education on January 9, 2018. Pursuant to Education Code section 47607.4, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year. Thus, by operation of law, the charter term for California Creative Learning Academy Middle expires June 30, 2026.

On November 13, 2025, California Creative Learning Academy Middle submitted its charter renewal petition application to the Charter Schools Division seeking to continue operations of its independent charter school. The 90-day statutory timeline for Board action on this petition runs through February 11, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to February 17, 2026.

An initial Public Hearing was held on December 16, 2025.

Based on a comprehensive review and assessment of Charter School's renewal petition application and its record of performance, staff has determined that Charter School has not met the requirements set forth in Education Code sections 47605, 47607 and/or 47607.2 and therefore recommends denial of the renewal petition.

Due Diligence:
Current California Creative Learning Academy Middle governing board members completed questionnaires so the District may assess whether any conflicts of interest arise based on the information provided. A confidential

due diligence review of the charter school and its governing organization, school leader and financial manager, was performed by the Office of the Inspector General, and to the extent any material concerns were identified by the Office of the Inspector General, such information was forwarded to District staff for further assessment.

Statutory Framework and Criteria for Renewal:
A charter school must demonstrate that it is eligible for a renewal of its charter by meeting specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1: The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether the charter school is demonstrably unlikely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions. (The Board may not consider the community impact analysis or District fiscal analysis in determining whether to grant or deny a renewal petition).

Criterion 2: The Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the following categories - "high," "middle," or "low." The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance.

Criterion 3: Notwithstanding Criterion 1 and 2, the Board must also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607(e).) Additionally, the Board considers whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (Ed. Code, § 47607(e).)

Grounds for Nonrenewal:
Staff of the Charter Schools Division and the Office of the General Counsel reviewed the renewal charter petition application for California Creative Learning Academy Middle and have assessed that the renewal petition application does not meet the criteria for approval. As fully discussed in the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle, based on review of the petition and supporting documentation, staff has determined, Charter School shall not renew as a Low performing charter school based on performance indicators and pursuant to the statutory renewal framework. (Ed. Code § 47607.2(a).) Additionally, Petitioners are demonstrably unlikely to successfully implement the program set forth in the petition, (Ed. Code § 47605(c)(2).), and Charter School has not attained measurable increases in academic achievement schoolwide and for numerically significant student groups. (Ed. Code, §§ 47607(c), 47607.2(a), and 47607.2(b).)

Expected Outcomes:
Denial will prevent Charter School from continuing its operations as a charter school under the authority of the LAUSD Board.

Board Options and Consequences:
"Yes" - If the Board adopts the recommendation of denial and the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle, Charter School would not be authorized to continue operating as a charter school under the terms of the authority of the LAUSD Board. Charter School's current charter expires on June 30, 2026. The petitioners may appeal a denial to Los Angeles County Board of Education. If the petition is approved on appeal by the Los Angeles County Board of Education, Charter School would be authorized by the Los Angeles County Board of Education. If the Los Angeles County Board of Education denies the renewal petition, the petitioners may appeal that denial to the California State Board of Education. If the denial of the renewal petition is reversed by the California State Board of Education, the California State Board of Education shall designate, in consultation with the petitioners, either the LAUSD Board or the Los Angeles County Board of Education as the chartering authority. This Board Report No. 299, accompanying documents, and transcript of the Board meeting, shall constitute the Board of Education's adopted written findings of fact for the denial of Charter School renewal petition.

"No" - If the Board does not adopt the recommendation of denial of the charter petition and the attached Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle, and instead takes specific action to approve the renewal charter petition, Charter School would be authorized to continue operating as a charter school under the terms of the approved renewal petition for a two (2) year period beginning July 1, 2026. Within 30 days, the Board requires that the school submit to the Charter Schools Division a revised renewal charter petition that is consistent with and meets all applicable legal and LAUSD requirements, including but not limited to a reasonably comprehensive description of all fifteen required elements and current Federal, State, District Required Language.

Policy Implications:
All provisions in the FSDRL shall be consistent with and be governed by all applicable legal and District policy requirements. To the extent any inconsistency may exist between any provision contained in the FSDRL and any applicable legal and District policy requirement, those applicable legal and District policy requirements shall control and the FSDRL shall be updated accordingly.

Budget Impact:
The Local Control Funding Formula (LCFF) and various other income sources of the District are reduced when current District students enroll at a charter school, and corresponding reduction in expenditures may not occur in such cases. If the Board adopts staff recommendation of denial of the petition, the action will not have a budget impact. If the Board does not adopt the staff denial recommendation and the petition is approved, the impact on the budget will be commensurate with the terms of the specific Special Education Local Plan Area (SELPA) Memorandum of Understanding (MOU) (Option 1, 2, or 3) executed by the charter school and the District, if applicable.

Under Education Code section 47604(d), a chartering authority that grants a charter to a charter school to be operated as or by a nonprofit public benefit corporation is not liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school, if the chartering authority has complied with all oversight responsibilities required by law including, but not limited to, those required by Education Code section 47604.32 and Education Code section 47605(m). As the

chartering authority, the District will continue to monitor and evaluate the charter school's fiscal condition and operations, and management of public funds, including review of all legally required fiscal reports, and the annual update of the charter school's LCAP. (Ed. Code, §§ 47604.32, 47604.33, 47606.5.) Any significant modifications to the charter school's charter or operations that raise financial implications would require a material revision prior to implementation. Charter schools are expected to secure and maintain all insurance coverage consistent with all applicable legal, District and charter requirements.

Charter School has selected to join the LAUSD SELPA Option 3. Charter School's fair share contribution to special education will be 10% of the charter school's AB 602 (rate includes Base, Cost-of-Living Adjustment (COLA), and Growth/Decline reduced by the amount withheld for Program Specialist/Regionalized Services) and Federal IDEA revenues. This amount will be paid from Charter School's Local Control Funding Formula ("LCFF") funds or other unrestricted revenue sources and will be allocated to support the existing District-wide administration of special education supports and services. The amount withheld by the District from the Program Specialist/Regionalized Services in fiscal year will continue to be withheld and adjusted annually for COLA. An additional 10% of special education revenues will be retained by the District and allocated as directed by the Advisory Board and members of the LAUSD SELPA Option 3, with the leadership of the Director, Charter Operated Programs. These funds will be used to support the personnel for the members of the LAUSD SELPA Option 3; build management and operating procedures to create an infrastructure to support schools in meeting the needs of students with mild to severe disabilities; and, to create and implement new programs that serve students in charter schools. If Charter School does not spend their allocation of special education funds during a fiscal year of the charter petition period, the allocation of special education funds to Charter School for the next fiscal year will be reduced in an amount equal to the unspent special education funds of the previous fiscal year.

In addition to the payments required under this option, Charter School may request specific special education related services from the District through fee-for-service arrangements that will reflect the calculated cost of the requested services and will be contingent on the District's available resources.

Any change in the Option election that occurs during Charter School's charter term shall be mutually agreed upon and addressed in a MOU between the charter school and the District. The new Option election shall be effective on July 1 of the next school year with the corresponding fair share contribution.

Student Impact:
As stated in the LAUSD Policy and Procedures for Charter Schools, "[W]hen the LAUSD Board authorizes and oversees a charter school, it establishes a relationship to advance its vision and mission and to accelerate gains in academic achievement and accountability for all of its students and public schools," (Policy, p.3). Based on a comprehensive review and assessment of Charter School's renewal petition application, staff has determined that Charter School has not met the requirements for charter school and therefore recommends denial of the renewal petition.

Equity Impact:
Not applicable

Issues and Analysis:
If all applicable pending issues, including but not limited to special education requirements, special education local planning area (SELPA) requirements, governance, fiscal and facilities matters, are not resolved at the time of the Board meeting, the item may be pulled from the agenda to the extent consistent with the Charter Schools

Act and the LAUSD Policy and Procedures for Charter Schools.

Attachments:
Attachment A- Staff Assessment and Recommendation Report
Attachment B- California Creative Learning Academy Middle Data Set
Attachment C- Findings of Fact in Support of Denial of the Charter Petition for California Creative Learning Academy Middle

Budget and Petition will be available prior to the board meeting at the following link:
<https://drive.google.com/drive/folders/11lBSMb5rWxGA3NZ4JYLIrcsMz7Jgp8lP?usp=sharing>

Submitted:
02/10/26

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

CAROLYN SPAHT GONZALEZ
Chief of Staff

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

JOSÉ COLE-GUTIÉRREZ
Senior Executive Director of Strategy
Division of Data, Strategy, and Innovation

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

MARLA WILLMOTT
Director
Charter Schools Division

STAFF ASSESSMENT AND RECOMMENDATION REPORT
RENEWAL PETITION

Board of Education Report 299-25/26
February 17, 2026

School Name:	**California Creative Learning Academy Middle**		BOARD IS REQUIRED TO TAKE ACTION BY: **February 17, 2026**
Type of Charter School:	**Start-Up Independent Charter School**		
Charter Operator	**California Creative Learning Academy**		
Location Code:	**5261**		
Type of Site(s):	**Private**		
Site Address(es):	**2709 Media Center Drive, Los Angeles, CA 90065**		
Board District(s):	**5**	Region(s):	**West**
Grade Levels Served:	**6-8**	Current Enrollment:	**103**
Grade Levels Authorized in Current Charter:	**6-8**	Approved Enrollment in Current Charter:	**225**
CONSIDERATION:	**Renewal**		
CDE PERFORMANCE CATEGORY: (PER CDE'S 2026 CLASSIFICATION)	**Low Performing**		
STAFF RECOMMENDATION:	**Denial**		
PROPOSED BENCHMARKS:	None		

STAFF ASSESSMENT

I. ACTION PROPOSED

Staff recommends denial of the renewal petition for California Creative Learning Academy Middle ("CCLAM" or "Charter School"), located in Board District 5 and Region West, for a term of two (2) years, beginning July 1, 2026, until June 30, 2028, to serve up to 225 students in grades 6-8 in each year of the charter term.

II. RENEWAL REQUIREMENTS

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the school has met the requirements for renewal set forth in Education Code sections 47605, 47607, 47607.2, and 47611.5.

Criteria for Charter School Renewal and Grounds for Nonrenewal

As part of staff's holistic review of the renewal petition application, the charter school must be determined to be eligible for renewal of its charter under the specific renewal criteria outlined in the Charter Schools Act. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

- **Criterion 1:** Does the renewal petition include a sound educational program, a reasonably comprehensive description of the 15 elements required for petitions, an affirmation of each of the conditions described in Education Code section 47605(e), and are petitioners demonstrably unlikely to successfully implement the program set forth in the petition? (Ed. Code, § 47607(b).)
  For reasons more fully set forth in the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle*, these criteria have been determined to be bases for denial.

- **Criterion 2:** Is the charter school "high," "middle," or "low" performing? (see Ed. Code, §§ 47607(c), 47607.2(a), and 47607.2(b).) Has the charter school attained measurable increases in academic achievement schoolwide and for numerically significant student groups served by the charter school, and does the charter school have strong postsecondary outcomes, if applicable?
  For reasons more fully set forth in the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle*, these criteria have been determined to be bases for denial.

- **Criterion 3:** Is the charter school serving all pupils who wish to attend, or does the charter school have substantial fiscal or governance issues? (Ed. Code, § 47607(e).)
  These criteria have been determined not to be bases for denial.

Charter Petition Requirement:
In accordance with Education Code section 47611.5, a charter school charter shall contain a declaration regarding whether or not the charter school shall be deemed the exclusive public school employer of the employees at the charter school for the purposes of Section 3540.1 of the Government Code, and that declaration shall not be materially inconsistent with the charter.

- Does the petition contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school?
  This requirement has been determined not to be a basis for denial.

III. GENERAL SCHOOL INFORMATION

A. School History

	California Creative Learning Academy Middle
Initial Authorization:	On January 9, 2018, California Creative Learning Academy Middle (formerly Los Feliz Charter Middle School for the Arts) was authorized by the LAUSD Board of Education to serve 225 students in grades 6-8.
Most Recent Renewal	This is the charter school's first consideration for renewal.
Approved Material Revisions of Current Charter:	Not applicable

	California Creative Learning Academy Middle
Board Benchmarks in Current Charter Term:	Not applicable
Submission of Renewal Petition Application:	California Creative Learning Academy Middle submitted its renewal petition application on November 13, 2025. The 90-day statutory timeline for Board action on the petition runs through February 11, 2026. Pursuant to Education Code section 47605(b) and a waiver mutually agreed upon and executed by petitioners and the District, the timeline for Board action on this Petition has been extended to February 17, 2026.
Concurrent Request for Material Revision:	Not applicable
Master Plan for English Learners and Standard English Learners:	California Creative Learning Academy Middle implements its own Master Plan for English Learners and Standard English Learners.
Special Education SELPA	California Creative Learning Academy Middle participates in LAUSD Special Education Local Plan Area (SELPA) Option 3.

B. Charter School Operator

California Creative Learning Academy Middle is operated by California Creative Learning Academy (CCLA), a California nonprofit public benefit corporation that also operates one other LAUSD-authorized charter school.

IV. STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE

a. Summary

California Creative Learning Academy Middle has been identified by the state as a Low performing charter school. The recommendation for renewal has considered the schoolwide performance and performance of numerically significant student groups and the state and local indicators reported on the California School Dashboard. The school did not attain measurable increases in academic achievement schoolwide and for numerically significant student groups. Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle* for more details.

Please see the *California Creative Learning Academy Middle* data set.

b. Measurements of Academic Performance on the California School Dashboard

The California School Dashboard displays performance for seven state measures. The Performance Level, or color, is based on two factors. The current year data for the measure (Status) and the difference between current year and prior year data (Change). The point at which these two levels intersect on the five-by-five table determines the color. From highest to lowest, the Performance Levels are Blue, Green, Yellow, Orange, and Red. Below, the 2023, 2024, and 2025, Dashboard Performance Levels (colors) are provided.

California Creative Learning Academy MS Dashboard Indicators

School Year	ELA	Math	English Learner Progress	College/Career	Chronic Absenteeism	Graduation Rate	Suspension Rate
2022-2023	Yellow	Yellow	No Performance Color	Not Applicable	Orange	Not Applicable	Blue
2023-2024	Orange	Red	No Performance Color	Not Applicable	Orange	Not Applicable	Yellow
2024-2025	Yellow	Orange	Not Applicable	Not Applicable	Red	Not Applicable	Blue

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

c. English Language Arts Indicator

In 2023, 2024, and 2025 in English Language Arts (ELA), the charter school's Distance from Standard (DFS) was lower than the state for All Students and all numerically significant student groups.

California Creative Learning Academy MS - English Language Arts Indicator - 2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-33.5**	**66.0**	**Orange**	**-13.6**	**Lower**
Latino	Met	Yellow	-58.2	76.2	Orange	-40.2	Lower
White	Met	Green	5.8	76.5	Green	20.8	Lower
Socioeconomically Disadvantaged	Met	Orange	-70.3	37.8	Orange	-42.6	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - English Language Arts Indicator - 2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-60.8**	**-27.4**	**Orange**	**-13.2**	**Lower**
Latino	Met	Red	-84.9	-26.7	Orange	-39.3	Lower
Socioeconomically Disadvantaged	Met	Red	-85.3	-15.0	Orange	-40.9	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - English Language Arts Indicator - 2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter ELA (DFS)	Charter Change	State Color	State ELA (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-44.9**	**16.0**	**Yellow**	**-8.1**	**Lower**
Latino	Met	Red	-83.0	1.9	Yellow	-33.7	Lower
Socioeconomically Disadvantaged	Met	Orange	-77.9	7.5	Yellow	-35.3	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

d. Math Indicator

In 2023, 2024, and 2025 in Math, the charter school's Distance from Standard (DFS) was lower than the state for All Students and all numerically significant student groups.

California Creative Learning Academy MS - Math Indicator - 2022-2023

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Yellow**	**-75.0**	**63.7**	**Orange**	**-49.1**	**Lower**
Latino	Met	Orange	-100.7	70.8	Orange	-80.8	Lower
White	Met	Yellow	-36.2	70.3	Yellow	-11.1	Lower
Socioeconomically Disadvantaged	Met	Orange	-111.9	55.6	Yellow	-80.8	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - Math Indicator - 2023-2024

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Red**	**-104.0**	**-29.0**	**Orange**	**-47.6**	**Lower**
Latino	Met	Red	-125.8	-25.1	Orange	-79.2	Lower
Socioeconomically Disadvantaged	Met	Red	-125.5	-13.6	Orange	-78.2	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - Math Indicator - 2024-2025

Student Group	Charter Participation Rate	Charter Color	Charter Math (DFS)	Charter Change	State Color	State Math (DFS)	Charter to State Comparison (DFS)
All Students	**Met**	**Orange**	**-95.9**	**8.1**	**Yellow**	**-42.4**	**Lower**
Latino	Met	Orange	-122.7	3.1	Yellow	-73.6	Lower
Socioeconomically Disadvantaged	Met	Orange	-122.2	3.3	Yellow	-72.9	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

e. English Learner Progress Indicator

In 2023 and 2024, there was no performance color on the English Learner Progress Indicator (ELPI) due to the low number of English Learners, however, the charter school's English Learner Progress Rate was lower than the state. In 2025, the English Learner student group had fewer than 11 students and is not reported for privacy reasons.

California Creative Learning Academy MS - English Learner Progress Indicator - 2022-2023

Student Group	Charter ELPAC Participation Rate	Charter Color	Charter EL Progress Rate	Charter Change	State Color	State EL Progress Rate	Charter to State Comparison
English Learner	Met	No Performance Color	28.6%	-28.6	Yellow	48.7%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - English Learner Progress Indicator - 2023-2024

Student Group	Charter ELPAC Participation Rate	Charter Color	Charter EL Progress Rate	Charter Change	State Color	State EL Progress Rate	Charter to State Comparison
English Learner	Not Met	No Performance Color	36.4%	7.8	Orange	45.7%	Lower

Data Sources: CA School Dashboard Research Files (https://www.cde.ca.gov/ta/ac/cm/dashboardresources.asp?tabsection=3)

California Creative Learning Academy MS - English Learner Progress Indicator - 2024-2025

No applicable indicator data for this school.

f. College/Career Indicator
Not applicable

g. Chronic Absenteeism Indicator
In 2023, 2024, and 2025 on the Chronic Absenteeism Indicator, the charter school's rate of chronic absenteeism was higher than the state for All Students, and for all numerically significant student groups.

h. Graduation Indicator [HS only]
Not applicable

i. Suspension Rate Indicator
In 2023, 2024, and 2025, the charter school's percentage of students suspended at least once was lower than the state for All Students, and for all numerically significant student groups.

j. Dashboard Local Indicators
Staff also considered the Local Indicators (e.g., Basic: Teachers, Instructional Materials, Facilities; Implementation of Academic Standards; Parent and Family Engagement; Local Climate Survey; Access to a Broad Course of Study) which have all been reported as "Met" in 2023, 2024 and 2025.

k. Additional Information
Not applicable

V. ANNUAL PERFORMANCE-BASED OVERSIGHT RESULTS

In accordance with Education Code section 47604.32, the District's Charter Schools Division (CSD) conducts at least one school site visit each year where the CSD evaluates charter school performance in the following four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Charter schools are rated in each category based on information and evidence gathered at the time of the annual performance-based oversight visit following a four-point rubric: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*. Please see below for California Creative Learning Academy Middle outcomes on its annual oversight evaluation reports for the last two years.

a. Governance

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Unsatisfactory*
Concerns	The rating of *Unsatisfactory* in 2024-2025 was due to Charter School's failure to comply with the terms of the operative charter by combining 5th grade students with 6th grade students from their other charter.

b. Student Achievement and Educational Performance

Oversight Ratings/Concerns	
2023-2024	*Unsatisfactory*
2024-2025	*Unsatisfactory*
Concerns	The ratings of *Unsatisfactory* in both 2023-2024 and 2024-2025were based on student academic performance on the CA School Dashboard Indicators and the charter school's Low performance category.

c. Organizational Management, Programs, and Operations

Oversight Ratings/Concerns	
2023-2024	*Proficient*
2024-2025	*Proficient*
Concerns	No unresolved issues pending.

d. Fiscal Operations

Oversight Ratings/Concerns	
2023-2024	*Developing*
2024-2025	*Developing*
Concerns	The ratings of *Developing* in both 2023-2024 and 2024-2025 were primarily due to Charter School's weak and deteriorating financial condition and low and declining student enrollment, which were both recurring issues, as well as an audit finding reported in its 2022-2023 independent audit report.

VI. LOW PERFORMING CHARTER SCHOOLS

A charter school designated as "Low performing" shall not be renewed. (Ed. Code, § 47607.2(a)(1).) A charter school is considered "Low performing" if either of the following apply for the two consecutive years immediately preceding the renewal decision:

(1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels; or
(2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.

The LAUSD Board may renew a Low performing charter school **only upon** making the following written factual finding:

The charter school is taking meaningful steps to address the underlying cause(s) of its low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.

California Creative Learning Academy Middle submitted an "Action Plan" to the District that was approved by the Charter School's governing board on November 12, 2025. The Charter School's Action Plan does not include meaningful steps to address the underlying causes of the Charter School's low performance. Please see the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle* for more details.

VII. FISCAL MANAGEMENT AND PERFORMANCE

a. Fiscal Condition
California Creative Learning Academy Middle's fiscal condition is positive.

	2021-2022 (Audited Actuals)	2022-2023 (Audited Actuals)	2023-2024 (Audited Actuals)	2024-2025 (Audited Actuals)	2025-2026 (First Interim)
Net Assets	$239,463	$241,975	$16,357	$164,261 [2]	$170,403
Net Income/Loss	$12,228	$2,512	($225,618) [1]	$147,904 [2]	$6,142
Transfers In/Out	$0	$0	$0	$0	$0
Prior Year Adjustment(s)	$0	$0	$0	$0	$0
Norm Enrollment [A]	183	123	105	96	103

[1] According to California Creative Learning Academy, the charter operator, CCLAM's reported net loss of ($225,618) for Fiscal Year (FY) 2023-2024 was primarily attributable to declining student enrollment.

[2] According to CCLA, the organization received $394,301 from the Internal Revenue Service (IRS) for the Employee Retention Credit (ERC), plus interest, to date. This one-time funding significantly improved CCLAM's fiscal condition, despite continued declines in student enrollment in FY 2024-25.

[A] CCLAM reported 103 Norm Enrollment for FY 2025-2026. For more information, please refer to the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle*.

b. 2024-2025 Independent Audit Report
Audit Opinion: Unmodified/Unqualified
Material Weaknesses: None Reported
Deficiencies/Findings: None Reported
Lack of a Going Concern: None Reported

c. Other Significant Fiscal Information
The financial condition of the charter operator is summarized in the table below.

California Creative Learning Academy					
Source: Independent Audit Report for the Year Ending June 30, 2025					
# of Charter Schools		**Including related parties and charter schools**		**Excluding related parties and charter schools**	
Operated	Authorized by LAUSD	Net Assets	Net Income / (Loss)	Net Assets	Net Income / (Loss)
2	2	$3,904,383	$962,690	$0	$0

The organization has a loan resolution dated June 25, 2024, authorizing intraorganizational lending from California Creative Learning Academy (CCLA's elementary school) to CCLAM in an amount not to exceed $700,000. According to CCLA, the outstanding loan balance was $215,169 as of October 31, 2025.

For more information, please refer to the *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle*.

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

CA School Dashboard: Academic Performance - English Language Arts

This report shows the performance levels for the English Language Arts Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

ELA (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	98%	110	-33.5	66.0	Increased Significantly	Yellow	-13.6	Lower	99%	94	-60.8	-27.4	Declined Significantly	Orange	-13.2	Lower	99%	88	-44.9	16.0	Increased Significantly	Yellow	-8.1	Lower
English Learner	100%	19	-107.9	47.8	Increased Significantly	--	-67.7	--	100%	16	-109.0	-1.1	Maintained	--	-67.6	--	100%	11	-116.1	-7.1	Declined	--	-59.9	--
Latino	99%	64	-58.2	76.2	Increased Significantly	Yellow	-40.2	Lower	98%	58	-84.9	-26.7	Declined Significantly	Red	-39.3	Lower	98%	47	-83.0	1.9	Maintained	Red	-33.7	Lower
Socioeconomically Disadvantaged	99%	65	-70.3	37.8	Increased Significantly	Orange	-42.6	Lower	98%	59	-85.3	-15.0	Declined	Red	-40.9	Lower	98%	52	-77.9	7.5	Increased	Orange	-35.3	Lower
Students with Disabilities	95%	18	-134.6	26.2	Increased Significantly	--	-96.3	--	96%	22	-166.5	-32.0	Declined Significantly	--	-95.6	--	100%	22	-126.2	40.4	Increased Significantly	--	-89.4	--
White	100%	33	5.8	76.5	Increased Significantly	Green	20.8	Lower	100%	25	-21.4	-27.2	Declined Significantly	--	19.2	--	100%	28	24.2	45.6	Increased Significantly	--	23.8	--

Data Sources: California School Dashboard Research data files.

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

CA School Dashboard: Academic Performance - Math

This report shows the performance levels for the Mathematics Academic Performance Indicator for all student groups in grades 3-8 and 11. It also shows the participation rate, number of students tested, DFS (status), and performance level (color) for three consecutive years of the CA Dashboard. Performance Levels (colors) have five possible values (Red, Orange, Yellow, Green, Blue). A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported. Note: Charter Schools are treated as schools (not LEAs) when it comes to reporting Foster Youth and Homeless student groups. Charter schools will need at least 30 or more Foster Youth, or 30 or more Homeless youth, to receive a status level for each student group. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English Language Arts and Mathematics. It also requires states to factor the participation rate into the Academic Indicator. For any local educational agency (LEA), school, or student group with less than 95 percent of students tested, the ESSA requires a penalty to be applied to the Academic Indicator. To meet this federal requirement, California assigns the Lowest Obtainable Scale Score (LOSS) to each student needed to bring the participation rate of the school, district, and/or student group to 95 percent. The LOSS assigned to each of these students who did not test will be used in calculating the Distance from Standard (DFS). When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Math (Grades 3-8 and Grade 11) Academic Indicator - CA School Dashboard Indicator																								
	Dashboard 2023								Dashboard 2024								Dashboard 2025							
Student Group	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State	Part. Rate	Students w/ Scores	DFS	Change	Change Level	Color	State DFS	School vs State
All Students	98%	109	-75.0	63.7	Increased Significantly	Yellow	-49.1	Lower	99%	94	-104.0	-29.0	Declined Significantly	Red	-47.6	Lower	99%	88	-95.9	8.1	Increased	Orange	-42.4	Lower
English Learner	100%	19	-166.2	20.0	Increased Significantly	--	-93.4	--	100%	16	-153.4	12.8	Increased	--	-93.4	--	100%	11	-116.3	37.1	Increased Significantly	--	-86.1	--
Latino	99%	64	-100.7	70.8	Increased Significantly	Orange	-80.8	Lower	98%	58	-125.8	-25.1	Declined Significantly	Red	-79.2	Lower	98%	47	-122.7	3.1	Increased	Orange	-73.6	Lower
Socioeconomically Disadvantaged	99%	65	-111.9	55.6	Increased Significantly	Orange	-80.8	Lower	98%	59	-125.5	-13.6	Declined	Red	-78.2	Lower	98%	52	-122.2	3.3	Increased	Orange	-72.9	Lower
Students with Disabilities	95%	18	-147.7	30.7	Increased Significantly	--	-127.3	--	96%	22	-171.7	-24.0	Declined Significantly	--	-124.3	--	100%	22	-153.8	17.9	Increased Significantly	--	-120.7	--
White	97%	32	-36.2	70.3	Increased Significantly	Yellow	-11.1	Lower	100%	25	-68.0	-31.8	Declined Significantly	--	-10.3	--	100%	28	-38.5	29.5	Increased Significantly	--	-6.2	--

Data Sources: California School Dashboard Research data files.

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

CA School Dashboard: English Learner Progress Indicator (ELPI)

This report shows the percentage of current English learner (EL) students making progress towards English language proficiency at their school for all student groups in grades 1-12. The English Learner Progress Indicator (ELPI) relies on the results of the Summative English Language Proficiency Assessment (ELPAC), including Summative Alternate ELPAC results, to determine EL student progress. For the EL students taking the Summative ELPAC, those who increase an ELPI level or maintain ELPAC Level 4 are counted as making progress towards English language proficiency. ELPI Change measures the rate at which schools are improving their ability to move their EL students towards English language proficiency. It is the difference between the prior year Status and the current year Status. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with ''–'' means that data is not currently available. For student groups with less than 30 students and scores in the current and prior year, status is reported, but performance level (color) is not reported.

Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

English Learner Progress Indicator (ELPI) - CA School Dashboard Indicator

	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State	Students	ELPI	Change	Change Level	Color	State ELPI	School vs State
English Learner	14	28.6%	-28.6	Declined Significantly	--	48.7%	Lower	11	36.4%	7.8	Increased	--	45.7%	Lower	5	*	*	*	*	46.4%	*

Student English Language Acquisition Results Summative ELPAC

		School				State of California			
End Year	Student Group	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level	Progressed at Least One ELPI Level	Maintained ELPI Level 4	Maintained ELPI Level 1, 2L, 2H, 3L, 3H	Decreased at Least One ELPI Level
2023	EL	21.4%	7.1%	28.6%	42.9%	45.7%	2.3%	32.2%	18.3%
2024	EL	36.4%	0.0%	36.4%	27.3%	43.2%	1.9%	34.4%	19.1%
2024	LTEL	--	--	--	--	41.6%	3.4%	28.5%	24.7%
2025	EL	--	--	--	--	44.6%	1.3%	35.5%	17.2%
2025	LTEL	--	--	--	--	46.1%	2.4%	28.2%	21.6%

Districts and schools that do not meet the 95 percent participation rate on the Summative ELPAC and Summative Alternative ELPAC and have at least 30 EL students enrolled during the testing window (February 1 to May 31) will receive a modified ELPI rate on the California School Dashboard (Dashboard). For each district and school that does not meet the 95 percent target, the minimum number of students needed to reach a participation rate of at least 95 percent is determined. The resulting number of students will be counted as not making progress in the current ELPI Status calculation.

Summative ELPAC Participation Rate Report

		School				State of California			
End Year	Student Group	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%	Students Tested During Testing Window	Students Enrolled During Testing Window	Partipation Rate	Partipation Rate Greater Than 95%
2023	EL	16	16	100.0%	Y	1,048,300	1,069,515	98.0%	Y
2023	LTEL	5	5	100.0%	Y	193,182	202,530	95.4%	Y
2024	EL	11	12	91.7%	N	1,028,083	1,047,977	98.1%	Y
2024	LTEL	10	10	100.0%	Y	182,603	190,459	95.9%	Y
2025	EL	6	7	85.7%	N	947,393	963,338	98.3%	Y
2025	LTEL	4	4	100.0%	Y	175,106	181,495	96.5%	Y

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

CA School Dashboard: Chronic Absenteeism

This report shows the percentage of students in Kindergarten through grade eight who were absent 10 percent or more of the school year for all student groups in grades TK-8. Please note that good performance on the Chronic Absenteeism indicator means having the lowest percentage of students chronically absent in the current year. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with ''–'' means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status is reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Chronic Absenteeism - CA School Dashboard Indicator																					
	Dashboard 2023							Dashboard 2024							Dashboard 2025						
Student Group	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State	Students	Chronic Absenteeism	Change	Change Level	Color	State Chronic Absenteeism	School vs State
All Students	131	41.2%	-6.9	Declined	Orange	24.3%	Higher	107	37.4%	-3.8	Declined	Orange	18.6%	Higher	106	37.7%	0.4	Maintained	Red	17.1%	Higher
English Learner	17	64.7%	27.9	Increased	--	26.3%	--	14	28.6%	-36.1	Declined	--	20.1%	--	8	*	*	*	*	18.1%	*
Latino	73	43.8%	-8.9	Declined	Orange	28.4%	Higher	64	39.1%	-4.8	Declined	Orange	21.7%	Higher	59	45.8%	6.7	Increased	Red	20.1%	Higher
Socioeconomically Disadvantaged	77	46.8%	-6.7	Declined	Orange	29.9%	Higher	69	43.5%	-3.3	Declined	Orange	23.4%	Higher	64	48.4%	5.0	Increased	Red	21.7%	Higher
Students with Disabilities	21	47.6%	-5.5	Declined	--	33.1%	--	25	36.0%	-11.6	Declined	--	26.3%	--	24	50.0%	14.0	Increased	--	24.9%	--
Two or More	9	*	*	*	*	21.6%	*	11	18.2%	--	--	--	16.2%	--	8	*	*	*	*	14.9%	*
White	40	37.5%	-5.8	Declined	Orange	18.5%	Higher	28	46.4%	8.9	Increased	--	13.5%	--	32	28.1%	-18.3	Declined	--	12.2%	Higher

Data Sources: California School Dashboard Research data files.

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

CA School Dashboard: Suspension Rate Indicator

This report shows the number of students who have been suspended at least once in the school year for all student groups in grades TK-12. A student is counted as suspended in the suspension rate only once regardless of multiple suspensions or multiple days of suspension. Please note that good performance on the Suspension Rate Indicator means having the lowest percentage of students suspended in the current year. A single asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. A cell with "–" means that data is not currently available. For student groups with less than 30 students with scores in the current and prior year, status and change are reported, but no performance level (color) will be reported. When comparing school to state, only numerically significant student groups of 30 or more will be compared for accountability purposes.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Suspension Rate Indicator - CA School Dashboard Indicator																						
	Dashboard 2023							Dashboard 2024							Dashboard 2025							
Student Group	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State	Students	Suspension Rate	Change	Change Level	Color	State Suspension Rate	School vs State
All Students	141	0.0%	0.0	Maintained	Blue	3.5%	Lower	111	0.9%	0.9	Increased	Yellow	3.2%	Lower	109	0.0%	-0.9	Declined	Blue	2.9%	Lower
English Learner	17	0.0%	0.0	Maintained	--	3.7%	--	14	0.0%	0.0	Maintained	--	3.4%	--	9	*	*	*	*	3.2%	*
Latino	75	0.0%	0.0	Maintained	Blue	3.8%	Lower	66	1.5%	1.5	Increased	Yellow	3.4%	Lower	61	0.0%	-1.5	Declined	Blue	3.0%	Lower
Socioeconomically Disadvantaged	84	0.0%	0.0	Maintained	Blue	4.5%	Lower	69	1.4%	1.4	Increased	Yellow	4.0%	Lower	65	0.0%	-1.4	Declined	Blue	3.6%	Lower
Students with Disabilities	23	0.0%	0.0	Maintained	--	5.9%	--	25	0.0%	0.0	Maintained	--	5.4%	--	25	0.0%	0.0	Maintained	--	5.0%	--
Two or More	9	*	*	*	*	3.3%	*	12	0.0%	--	--	--	3.0%	--	8	*	*	*	*	2.8%	*
White	45	0.0%	0.0	Maintained	Blue	2.9%	Lower	28	0.0%	0.0	Maintained	--	2.6%	--	33	0.0%	0.0	Maintained	--	2.4%	Lower

Data Sources: California School Dashboard Research data files.

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

Enrollment Report

This report displays CALPADS K-12 enrollment number and percentages of select student groups. Annual enrollment consists of the number of students primarily enrolled on Census Day (the first Wednesday in October). This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS). These data were reviewed and certified in CALPADS as being accurate by authorized district or school personnel. In order to certify data in CALPADS, authorized district or charter school personnel are required to review the accuracy of all data associated with the applicable CALPADS submission. The CDE collects some data on GATE programs through the CALPADS; however, this information is submitted by LEAs on a voluntary basis and it wouldn't necessarily be accurate as per CDE.

Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

Enrollment by Ethnicity and Student Group						
	2023-2024			2024-2025		
Student Group	School	Los Angeles Unified	State of California	School	Los Angeles Unified	State of California
Enrollment	103	529,902	5,837,690	98	516,685	5,806,221
F/R Meal	64.1%	80.6%	61.6%	60.2%	81.9%	62.7%
GATE	1.0%	11.6%	N/A	0.0%	13.0%	N/A
English Learner	13.6%	20.1%	18.4%	8.2%	18.6%	17.4%
Foster Youth	0.0%	0.6%	0.5%	0.0%	0.5%	0.5%
Homeless Youth	1.0%	2.1%	3.6%	2.0%	2.7%	4.0%
Socioeconomically Disadvantaged	65.0%	81.3%	62.7%	61.2%	82.4%	63.6%
Students w/ Disabilities	22.3%	14.8%	13.7%	23.5%	15.6%	14.2%
Migrant Youth	0.0%	0.2%	0.8%	0.0%	0.2%	0.8%
African American/Black	0.0%	7.3%	4.9%	5.1%	7.1%	4.9%
American Indian or Alaska Native	0.0%	0.1%	0.4%	0.0%	0.1%	0.4%
Asian	1.0%	3.4%	9.9%	0.0%	3.3%	10.1%
Filipino	1.9%	1.7%	2.2%	0.0%	1.6%	2.2%
Latino	60.2%	73.8%	56.1%	57.1%	73.6%	56.1%
Native Hawaiian or Pacific Islander	0.0%	0.2%	0.4%	0.0%	0.2%	0.4%
White	26.2%	9.8%	20.3%	29.6%	9.7%	20.0%
Two or More Races	7.8%	2.0%	4.6%	8.2%	2.1%	4.8%
Not Reported	2.9%	1.8%	1.1%	0.0%	2.2%	1.2%

N/A: The CDE does not publish centralized, statewide Gifted and Talented Education (GATE) data.

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/sd/sd/filesenr.asp

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

Long-Term English Learners (LTEL) and “At-Risk”

Note: The “EL Total” column in this report displays the summed total of the disaggregated English Learner (EL) data in the four columns under the “English Learners” heading. The “Total (Ever-EL)” column displays the summed total of the data in the “RFEP” column plus the data in the four columns under the “English Learners” heading OR the data in the “EL Total” column, but not both. The percent values displayed in this report are calculated as a percent of the “Total (Ever-EL)” which fully and more accurately considers what happens to all EL students over time, including those who are Reclassified Fluent English Proficient (RFEP). Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS), California School Dashboard, and testing vendor. Aggregate data files are provided by the CDE – Data Reporting Office at http://www.cde.ca.gov/ds/sd/sd/filesenr.asp and California School Dashboard System of Support https://www.cde.ca.gov/ta/ac/cm/. Please note: There may be slight differences with some of the information in this report and with what is displayed in Dataquest and California School Dashboard due to changes in file modifications such as Date Modified, Date Posted, other data updates by the testing vendor and updates in CALPADS.

	2022-2023						2023-2024						2024-2025					
	School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California		School		Los Angeles Unified		State of California	
English Learners	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
LTEL 6+ Years	6	23.1%	17,921	7.3%	226,508	11.1%	11	50.0%	15,302	6.5%	211,186	10.6%	4	23.5%	13,052	5.9%	198,853	10.4%
At-Risk 4-5 Years	1	3.8%	17,295	7.1%	144,189	7.1%	1	4.5%	15,717	6.7%	136,188	6.8%	1	5.9%	11,406	5.2%	115,009	6.0%
EL 0-3 Years	2	7.7%	60,457	24.7%	505,486	24.8%	0	0.0%	60,574	25.7%	519,651	26.0%	1	5.9%	57,726	26.1%	516,862	26.9%
EL 4+ Years & Not At-Risk or LTEL	8	30.8%	18,850	7.7%	236,319	11.6%	2	9.1%	14,725	6.2%	207,768	10.4%	2	11.8%	13,775	6.2%	178,306	9.3%
EL Total	17	65.4%	114,523	46.8%	1,112,502	54.5%	14	63.6%	106,318	45.0%	1,074,793	53.8%	8	47.1%	95,959	43.3%	1,009,030	52.6%
RFEP	9	34.6%	130,377	53.2%	927,694	45.5%	8	36.4%	129,789	55.0%	924,422	46.2%	9	52.9%	125,465	56.7%	909,298	47.4%
Total Ever EL	26	100.0%	244,900	100.0%	2,040,196	100.0%	22	100.0%	236,107	100.0%	1,999,215	100.0%	17	100.0%	221,424	100.0%	1,918,328	100.0%

Data Source: Data Quest, Student and School Downloadable Data Files https://www.cde.ca.gov/ds/ad/filesltel.asp

California Creative Learning Academy MS

Board District: 5 | Region: West | Location Code: 5261

Students with Disabilities Report

This report displays the K-12 enrollment and the number of K-12 students with disabilities total, by incidence category, and by eligibility as reported on the Census Day (First Wednesday in October) CALPADS Fall 1 Certified Student Profile List Report (Report 8.1) submitted by Local Education Agencies (LEAs). LEAs are required to "certify" specified data during submission windows. The CDE uses certified data for state and federal reporting and to develop accountability metrics. Once data are certified by an LEA following the close of the Amendment Window, they are "frozen" and cannot be amended. High Incidence is defined as students in the Other Health Impairment, Specific Learning Disability, and Speech or Language Impairment categories. Low Incidence Students are defined as those in the Autism, Deafness, Emotional Disturbance, Hard of Hearing, Intellectual Disability, Multiple Disabilities, Orthopedic Impairment, Traumatic Brain Injury, and Visual Impairment categories.

Special Education Enrollment by Category												
	2023-2024						2024-2025					
	School			Los Angeles Unified			School			Los Angeles Unified		
Total Enrollment	103			529,902			98			516,685		
Students with Disabilities	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**	**# of SWD**	**% of Total SWD**	**% of Total Enrollment**
Total SWD Enrollment	23	100.0%	22.3%	78,319	100.0%	14.8%	23	100.0%	23.5%	80,505	100.0%	15.6%
High Incidence	15	65.2%	14.6%	52,153	66.6%	9.8%	16	69.6%	16.3%	52,412	65.1%	10.1%
Low Incidence	8	34.8%	7.8%	26,162	33.4%	4.9%	7	30.4%	7.1%	28,084	34.9%	5.4%
Autism	7	30.4%	6.8%	18,713	23.9%	3.5%	6	26.1%	6.1%	20,802	25.8%	4.0%
Deaf-Blindness	0	0.0%	0.0%	4	0.0%	0.0%	0	0.0%	0.0%	7	0.0%	0.0%
Deafness	0	0.0%	0.0%	188	0.2%	0.0%	0	0.0%	0.0%	178	0.2%	0.0%
Emotional Disturbance	1	4.3%	1.0%	1,148	1.5%	0.2%	1	4.3%	1.0%	1,082	1.3%	0.2%
Established Medical Disability	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	1	0.0%	0.0%
Hard of Hearing	0	0.0%	0.0%	971	1.2%	0.2%	0	0.0%	0.0%	931	1.2%	0.2%
Intellectual Disability	0	0.0%	0.0%	3,393	4.3%	0.6%	0	0.0%	0.0%	3,381	4.2%	0.7%
Multiple Disabilities	0	0.0%	0.0%	965	1.2%	0.2%	0	0.0%	0.0%	1,035	1.3%	0.2%
Other Health Impairment	9	39.1%	8.7%	10,930	14.0%	2.1%	8	34.8%	8.2%	11,596	14.4%	2.2%
Orthopedic Impairment	0	0.0%	0.0%	533	0.7%	0.1%	0	0.0%	0.0%	434	0.5%	0.1%
Specific Learning Disability	5	21.7%	4.9%	29,615	37.8%	5.6%	7	30.4%	7.1%	29,368	36.5%	5.7%
Speech or Language Impairment	1	4.3%	1.0%	11,608	14.8%	2.2%	1	4.3%	1.0%	11,448	14.2%	2.2%
Traumatic Brain Injury	0	0.0%	0.0%	66	0.1%	0.0%	0	0.0%	0.0%	66	0.1%	0.0%
Visual Impairment	0	0.0%	0.0%	185	0.2%	0.0%	0	0.0%	0.0%	175	0.2%	0.0%

Data Source: CALPADS 8.1 FALL 1 Certified Report. This information was submitted by local educational agencies (LEAs) and charter schools to the California Department of Education (CDE) as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS).

FINDINGS OF FACT IN SUPPORT OF DENIAL OF THE RENEWAL CHARTER PETITION FOR CALIFORNIA CREATIVE LEARNING ACADEMY MIDDLE BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION REPORT
February 17, 2026

I. INTRODUCTION

On November 13, 2025, California Creative Learning Academy Middle (also referred to herein as, "Charter School" or "Petitioners") submitted a renewal petition application ("Renewal Petition") to the Charter Schools Division ("CSD") of the Los Angeles Unified School District ("LAUSD" or "District") seeking to renew its charter to serve up to 225 students in grades 6-8 for a two-year term, July 1, 2026 to June 30, 2028. (*See* Exhibit 1, California Creative Learning Academy Middle Renewal Petition.) Charter School currently operates on a private site which is located in Board District 5 and Region West. Charter School is operated by California Creative Learning Academy, a California nonprofit public benefit corporation that also operates one other LAUSD-authorized charter school.

Pursuant to the Charter Schools Act (Ed. Code, § 47600 *et seq*.) and the adopted *LAUSD Policy and Procedures for Charter Schools* ("LAUSD policy" or "District policy"), LAUSD's Board of Education ("Board") has 90 days upon receipt of the renewal petition to either grant or deny the renewal petition unless an extension of an additional 30 days is mutually agreed upon by the parties. No later than 60 days the LAUSD Board must hold an initial public hearing to consider the level of support for the renewal petition by teachers employed by the District, other employees of the District, and parents. At the second public hearing, at which the Board will either grant or deny the charter, the petitioners have equivalent time and procedures to present evidence and testimony to respond to District staff recommendation and findings. The LAUSD Board must publish all staff recommendations, including the recommended findings regarding the renewal petition at least 15 days before the public hearing at which the LAUSD Board will either grant or deny the renewal petition.

The District evaluates renewal petitions in accordance with the standards and criteria specified in the Charter Schools Act. Based on a comprehensive review of the Renewal Petition application and the record of performance of Charter School, as described in greater detail below, District staff has determined that Charter School has not met the requirements set forth in Education Code sections 47605, 47607 and 47607.2 and therefore recommends denial of the Renewal Petition.

II. CRITERIA FOR RENEWAL AND GROUNDS FOR NONRENEWAL

Upon submission, District staff comprehensively reviews each renewal petition application to determine whether the charter school has met the requirements for renewal set forth in Education Code sections 47605, 47607, 47607.2 and 47611.5. The renewal criteria prescribed in Education Code sections 47607 and 47607.2 requires a three-pronged analysis:

Criterion 1:

The Charter Schools Act provides that renewals are governed by the standards and criteria described in Education Code section 47605 applicable to initial petitions. The first criterion considered in reviewing a renewal petition requires an analysis of the following:

- Whether the petition includes a sound educational program;
- Whether the petition contains a reasonably comprehensive description of the 15 elements required for petitions;
- Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(e); and
- Whether the charter school is not demonstrably unlikely to successfully implement the program set forth in the petition. Education Code section 47607(b) provides that renewals are governed by the standards and criteria described in section 47605 applicable to initial petitions.

While Criterion 1 is similar to the criteria for a new petition, for renewal petitions, there is more information and data regarding past performance since the initial petition for establishment of the charter school was granted. Thus, soundness of the educational program and capacity for implementation are assessed through the past performance of the existing charter school as indicators of likely future performance, including any applicable benchmarks that have been established. The LAUSD Board will examine the charter school's record in four key areas of charter school performance:

1) Governance
2) Student Achievement and Educational Performance
3) Organizational Management, Programs and Operations
4) Fiscal Operations

As part of its analysis, the LAUSD Board assesses the extent to which charter school governing board members and staff have successfully implemented the terms of their charter, addressed deficiencies, and demonstrated capacity to continue to do so in the future based on evidence of past performance.[1]

Criterion 2:

The LAUSD Board is required to consider the charter school's performance on the California School Dashboard accountability indicators. Education Code sections 47607 and 47607.2 prescribe three-tiers of performance classification in which a charter school falls within one of the following categories - "high," "middle," or "low" performing. The state will publish an annual list of charter schools and their performance classification.

The three-tier classification considers a charter school's performance on the California School Dashboard accountability indicators, with an emphasis on the measurements of academic performance. "Measurements of academic performance" refers to the state indicators included on the California School Dashboard that are based on statewide assessments in the California Assessment of Student Performance and Progress System ("CAASPP"), or any successor system, English Learner Progress Indicator ("ELPI"), or any successor system, and the College/Career Indicator ("CCI"). A charter school submitting a renewal petition should include in its application all evidence and data related to the charter school's performance on the California School Dashboard.

[1] *See* LAUSD policy, pp. 28-29.

Low Performing Charter Schools

A charter school designated as "Low performing" shall not be renewed. (Ed. Code, § 47607.2(a)(1).) A charter school is considered "Low performing" if either of the following apply for the two consecutive years immediately preceding the renewal decision:

(1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels; or

(2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.

The LAUSD Board shall consider the following factors, and **may renew** a Low performing charter school **only upon** making a written factual finding, specific to the particular petition, setting forth specific facts to support the finding that:

> The charter school is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school. (Ed. Code, § 47607.2 (a).)

If renewed, the LAUSD Board may grant a renewal for a period of two years. (*Id*.)[2]

Criterion 3:

Notwithstanding Criterion 1 and 2, the LAUSD Board will also consider whether the charter school's enrollment or dismissal practices are discriminatory as grounds for nonrenewal. (Ed. Code, § 47607(e).) Additionally, the LAUSD Board shall consider whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. (*Id*.)

Specifically, the LAUSD Board may deny renewal of any charter petition, regardless of whether the charter school satisfies the High, Middle, or Low performing criteria, upon a finding that either:

(1) The charter school is demonstrably unlikely to successfully implement the program set forth in the renewal petition due to either:

(a) Substantial fiscal factors, or
(b) Substantial governance factors.

Pursuant to the District policy, substantial fiscal factors may include, but are not limited to, issues related to the charter school's fiscal solvency, mismanagement of funds, cash flow concerns, or outstanding financial liabilities owed to the District and/or others (e.g., contractual obligations, judgments/settlements, unpaid bills or debts, fee-for-service arrangements, facilities related costs, Prop. 39 over-allocated space reimbursements, etc.). Substantial governance factors may include, but are not limited to, issues related to the retention of faculty (such as school leadership and teachers) which rise to the level of disruption of delivery of educational programs; conflicts of interest; or, violations of the Brown Act or California Public Records Act.

[2] *Id*., pp. 34-35.

(2) The charter school is not serving the pupils who wish to attend.

Upon a finding that the charter school is not serving all pupils who wish to attend, LAUSD must identify evidence supporting this finding, including aggregate data reflecting pupil enrollment patterns at the charter school. (Ed. Code, § 47607(d).)[3]

Prior to a nonrenewal determination pursuant to number 1 or 2 noted above, LAUSD shall provide the charter school with at least 30 days' notice of the alleged violation and provide the charter school with a reasonable opportunity to cure the violation, including providing an opportunity for the charter school to present a proposed corrective plan. (Ed. Code, § 47607(e).) After providing notice of the alleged violation and reasonable opportunity to cure the violation, the LAUSD Board may deny a renewal petition if it finds that either:

1) The corrective action proposed by the charter school has been unsuccessful, or
2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

III. FINDINGS OF FACT IN SUPPORT OF DENIAL OF CHARTER RENEWAL

Based on a comprehensive review of Charter School's Renewal Petition application and Charter School's record of performance, District staff recommends that the LAUSD Board deny the Renewal Petition and adopt these *Findings of Fact in Support of Denial of the Renewal Petition for California Creative Learning Academy Middle* based on the following grounds:

- Charter School shall not renew as a Low performing charter school based on performance indicators and pursuant to the statutory renewal framework. (Ed. Code, § 47607.2(a).) (Criterion 2); and

- Petitioners are demonstrably unlikely to successfully implement the program set forth in the Renewal Petition. (Ed. Code, §§ 47605(c)(2) and 47607(b).) (Criterion 1)

A. Charter School shall not renew as a Low performing charter school. (Ed. Code § 47607.2(a).) (Criterion 2 Findings of Fact)

Charter School has been identified by the California Department of Education ("CDE") as a "Low performing" charter school.[4] As outlined in the findings of fact in this Report, and the Exhibits attached, which are hereby incorporated into this finding by this reference, for the two applicable measurements of academic performance - English Language Arts ("ELA") and Math, Charter School demonstrated performance levels for All Students and for all numerically significant student groups that are lower than the state average. Further, the District has considered the required factors and determined that Charter School has not taken meaningful steps to address the underlying cause(s) of low performance. (Ed. Code § 47607.2(a).)

[3] Id., pp. 37-38.
[4] The list of charter schools and their respective performance categories, as determined by the criteria outlined in AB 1505, published by CDE's Charter Schools Division is available at https://www.cde.ca.gov/sp/ch/csperformcategory.asp.

1. Academic Performance Analysis

As context, the CDE utilizes the colors received on all state indicators to determine the performance classification for charter schools on the state's California School Dashboard. Staff's recommendation for non-renewal has considered the schoolwide performance and performance of numerically significant student groups served by Charter School on the state and local indicators, providing greater weight to performance on measurements of academic performance. Charter School did not attain measurable increases in academic achievement schoolwide and for numerically significant student groups based on the California School Dashboard. Thus, as a designated Low performing charter school, Charter School shall not be renewed. (*Id*.)

2. Charter School's Renewal Petition Application Was Insufficient To Merit Written Factual Findings for Renewal

Pursuant to Education Code section 47607.2, the LAUSD Board shall consider the following factors, and may renew a charter only upon making a written factual finding, specific to the particular petition, setting forth specific facts to support the finding that:

> The charter school is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.

Here, the District assessed the above factors and determined that Charter School is not taking meaningful steps to address the underlying cause(s) of low performance. Charter School submitted an "Action Plan" to the District that was approved by the Charter School's governing board on November 12, 2025. (*See* Exhibit 2, California Creative Learning Academy Middle Board Approved Action Plan.)
As reflected in Exhibit 2, Charter School's Action Plan ("Plan") does not address or identify the following significant areas connected to Charter School's low performance:

- The Plan identifies most areas of low performance including ELA and Math, but does not identify chronic absenteeism when for the most recent year increased overall and was higher than the state and red for all students and numerically significant student groups.

- The Plan discusses "continuing strategies" that have not yielded high academic outcomes, and although "new strategies" are noted, they appear generic, lack specificity, and do not provide specific academic/behavioral supports and/or interventions that Charter School plans to implement necessary to address the areas of Charter School's low performance.

- The Plan identifies as a root cause "the need for stable and effective teachers and lead administrators," stating, "before last year we had struggled with teacher turnover, with both changes in teachers mid-year and having multiple assignments filled by long-term substitutes." The plan identified teacher coaching, assignment of teachers with "CalCreative" experience, and an onboarding program to address this need. In reviewing the 2025-2026 teacher assignments, three of the four teachers are new to the class assignments at Charter School, which calls into question the meaningful steps to address this area of need.

- The Plan does not include an effective method for how Charter School will implement the Plan and monitor/evaluate the progress and effectiveness of the Plan within its proposed renewal term. The plan identifies an "Implementation Committee" which is composed of teachers, Special Education staff, parents, and students, but does not identify any measurable goals and data to be used to assess the effectiveness of the plan.

Accordingly, Charter School's Plan fails to take meaningful steps to address the underlying cause(s) of Charter School's low performance, as required by statute. (Ed. Code, § 47607.2.) Please note that the above identified deficiencies are not intended to be exhaustive, or an all-encompassing set, of all possible deficiencies with Charter School's Plan. Rather, the above referenced deficiencies are used as examples to demonstrate the lack of meaningful steps taken by Charter School to address the underlying cause(s) of Charter School's low performance.

B. <u>Charter School is demonstrably unlikely to successfully implement the program set forth in the Renewal Petition. (Ed. Code, § 47605(c)(2).) (Criterion 1 Findings of Fact)</u>

The District also assessed the past performance of Charter School as indicators of likely future performance. As stated in the LAUSD policy, the LAUSD Board will assess the extent to which Charter School governing board members and staff have successfully implemented the terms of their charter, addressed deficiencies, and demonstrated capacity to continue to do so based on evidence of past performance.[5]

In addition to the findings of fact provided above regarding Charter School's academic performance, which by this reference are hereby incorporated in support of this denial finding, the following findings of fact support that the Petitioners are demonstrably unlikely to successfully implement the program set forth in the Renewal Petition.

1. Charter School has failed to effectively monitor and address academic achievement progress over the course of the charter term.

The CDE has identified Charter School as a Low performing charter school for the past three consecutive years.

LAUSD performs ongoing oversight to continually monitor a charter school's progress and attainment of measurable pupil outcomes, educational programs, operations, governance, and fiscal management, as well as compliance with all applicable laws and the terms of the charter. Pursuant to the District's statutory oversight obligations, the District assesses a charter school's performance across four categories: Governance; Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; and Fiscal Operations. Each area is rated using a four-point rubric: (4) Accomplished, (3) Proficient, (2) Developing, and (1) Unsatisfactory, based on the evidence collected during the annual performance oversight visit. Ultimately, information gathered through oversight serves as part of Charter School's ongoing record for the District to make informed decisions about Charter School's renewal.

[5] See LAUSD policy, pp. 28-29.

Here, Charter School's Annual Performance-Based Oversight Visit reports reflect that in the area of Student Achievement and Educational Performance, Charter School did not earn ratings higher than 1 (Unsatisfactory) or 2 (Developing) within the last few school years. (See table below.)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Student Achievement and Educational Performance	No Rating	3	No Rating	No Rating	2	1	1

In 2023, 2024, and 2025, in English Language Arts ("ELA") and Math, Charter School's Distance from Standard ("DFS") was lower than the state for All Students and all numerically significant student groups.

In 2023 and 2024, there was no performance level on the English Learner Progress Indicator ("ELPI") due to the low number of English Learners, however, Charter School's English Learner Progress Rate was lower than the state. In 2025, the English Learner student group had fewer than 11 students and is not reported for student confidentiality.

As shown above, Charter School's record reflects unsatisfactory academic performance, to date.

2. **Charter School's Governing Board and School Leadership are demonstrably unlikely to successfully implement the program considering the consistent and ongoing areas of non-compliance that have necessitated tiered intervention over the course of the charter term.**

For additional context, pursuant to applicable legal and District policy requirements, the District's ongoing oversight assesses a school's performance and utilizes a tiered intervention model when necessary to address and respond to concerns or challenges related to a charter school's governance, programs, operations, organization, and fiscal management. Accordingly, the District has utilized its tiered intervention model to address and respond to concerns or issues that have occurred during Charter School's charter term. Below are examples of the tiered intervention ("Notices") that the District has issued Charter School in which the District requested that Charter School provide additional information or documents to further assess the noted concern(s), or to take required corrective measures to cure specified actions by Charter School. The Notices below establish a record of persistent areas of concern or violations regarding Charter School's governance practices, fiscal issues, and operations:

Date	Type of Notice	Issue/Topic	Resolved (Yes/No)
11/9/18	Notice of Concern	Failure to complete 2018-2019 Local Control Accountability Plan (LCAP) and an Annual Update to the LCAP in accordance with applicable laws and regulations.	Yes
3/1/21	Notice of Concern	Failure to update Student Information System within required timeline.	Yes

Date	Type of Notice	Issue/Topic	Resolved (Yes/No)
9/23/21	Notice of Concern	Incomplete 2021-2022 LCAP, an Annual Update for the 2019-2020 LCAP Year, and Annual Update for the 2020-2021 Learning Continuity and Attendance Plan.	Yes
5/30/24	Notice of Concern	Negative fiscal condition and low enrollment.	Fiscal: Yes (Temporarily with Employee Retention Credit funds) Enrollment: No (Remaining low; see further information under the "Low Student Enrollment Concerns" section below)
5/13/25	Notice to Cure	Failure to comply with the terms of the operative charter and District policy by combining 5th grade students and 6th grade students into four combination classes of students from two independent charter schools.	Yes
8/1/25	Notice of Alleged Violation	Declining enrollment and failure to approve the 2025-2026 LCAP and budget.	Enrollment: No LCAP and Budget: Yes

The District has concerns regarding the demonstrated lack of capacity and accountability demonstrated by the Charter School Board and administration in ensuring compliance with all applicable authorities and requirements. For instance, Charter School has failed to monitor and adhere to such requirements over the course of its charter term as evidenced by the multiple Notices issued by the District, addressing major compliance areas, including but not limited to, Charter School's fiscal condition and appropriateness of Charter School's 5th and 6th grade instruction. In all, these facts amount to significant errors in judgment on the part of the Charter School Board and raise concerns about said members' effectiveness in governing a sound, legally compliant public school. (*See* Exhibit 3, California Creative Learning Academy Middle Tiered Intervention Notices.)

3. Low Student Enrollment Concerns

In addition to the academic data and governance concerns noted above, Charter School remains significantly underenrolled with an approved capacity of 225 students and Norm Enrollment, since fully rolling out grades in Fiscal Year 2020-2021, of 143, 183, 123, 105, 96 and 103 for Fiscal Years 2020-2021 through 2025-2026, respectively. Charter School attributed declining enrollment as a contributing factor for the net loss of ($225,618) reported in Fiscal Year 2023-2024 and the previously projected net loss and negative net assets for Fiscal Year 2024-2025. However, these losses were mitigated by the receipt of

$394,301 in Employee Retention Credit ("ERC") funds from the Internal Revenue Service for payroll sustained during tax years 2020 and 2021. Absent this one-time ERC funding, Charter School would have reported negative net assets and, in any event, has been reliant on intraorganizational lending to sustain its program operations. The interorganizational loan balance was $215,169 as of October 31, 2025. Continued low student enrollment raises concerns that Charter School funds could be depleted if this trend persists, thereby increasing the risk of fiscal insolvency.

Table I: Charter School's Enrollment Rollout Plan as Outlined in its Operative Charter								
Grade Level	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024***	**2024-2025***	**2025-2026***
6	75	75	75	75	75	75	75	75
7	-	75	75	75	75	75	75	75
8	-	-	75	75	75	75	75	75
Total Projected Enrollment (A)	**75**	**150**	**225**	**225**	**225**	**225**	**225**	**225**

***Aligned with Fiscal Year 2022-2023 due to term extensions per AB 130 (2021) and SB 114 (2023).**

Table 2: Charter School's Norm Day Enrollment History								
Grade Level	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**
6	32	60	54	72	47	37	43	37
7	-	40	53	60	37	32	28	38
8	-	-	36	51	39	36	25	28
Total Enrollment (B)	**32**	**100**	**143**	**183**	**123**	**105**	**96**	**103**
Increase/(Decrease) in the # of Students Enrollment from Prior Year	**Not Applicable**	**68**	**43**	**40**	**(60)**	**(18)**	**(9)**	**7**
% Increase/(Decrease) in the # of Students Enrollment from Prior Year	**Not Applicable**	**212.5%**	**43.0%**	**28.0%**	**(32.8)%**	**(14.6)%**	**(8.6)%**	**7.3%**
Under-Enrollment (Enrollment Rollout Plan vs Norm Day Enrollment) (B) – (A)	**(43)**	**(50)**	**(82)**	**(42)**	**(102)**	**(120)**	**(129)**	**(122)**

IV. RECOMMENDATION

Based on the foregoing, District staff recommends that the LAUSD Board deny Charter School's Renewal Petition. The recommendation for denial is based upon on findings that Charter School does not qualify for renewal as a Low performing charter school based on performance indicators. Further, as demonstrated by Charter School's low academic performance and findings related to other governance and operational factors, Petitioners are demonstrably unlikely to successfully implement the educational program set forth in the Renewal Petition. (Ed. Code, §§ 47607.2 and 47605.)

Charter School has been designated as Low performing, and therefore, the LAUSD Board shall not renew the charter unless it makes written factual findings consistent with Education Code section 47607.2 (a)(4). Should the LAUSD Board decide to deny renewal of Charter School's charter, District staff recommends that the LAUSD Board adopt these *Findings of Fact in Support of Denial of the Renewal Charter Petition for California Creative Learning Academy Middle* as the LAUSD Board's written findings of fact in support of the denial.

Exhibits available for perusal at the following link:
https://drive.google.com/drive/folders/1I1O5L5K-VqdPDYf0xPWpqe-fO7LMvzd-?usp=sharing

TAB 7

Los Angeles Unified School District
333 South Beaudry Ave,
Los Angeles, CA 90017

Board of Education Report

File #: Res-044-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Board of Education

Dr. Rivas, Mr. Schmerelson, Ms. Gonez - Leveraging District Purchasing Power to Defend Immigrant Families and Human Dignity (Res-044-25/26) (Waiver of Board Rule 72)

Whereas, The Los Angeles Unified School District (District) serves a diverse student population, including immigrant, newcomer, and mixed-status families, and is committed to ensuring that every student experiences safe, inclusive, and supportive learning environments;

Whereas, Public education is foundational to a healthy democracy, and student learning, civic participation, and family engagement are compromised when fear, instability, racial profiling, or diminished trust discourage students and families from fully accessing public institutions;

Whereas, The immigration enforcement policies and practices implemented by federal agencies have had direct and indirect effects on immigrant communities nationwide, including increased fear, instability, and disengagement from public life, which can adversely affect school attendance, family engagement, and student well-being;

Whereas, Practices that rely on or contribute to racial profiling disproportionately harm Black, brown, Indigenous, immigrant, and marginalized communities, erode democratic trust, and can negatively affect student attendance, engagement, mental health, and overall well-being;

Whereas, In this area, the District acts to uphold civil rights and to meet its responsibilities under the Constitution, applicable federal, state, and local law, and District policy, including the LAUSD Strategic Plan 2022-2026, A Pathway to Student Success and its commitments to student joy and wellness, and prior Board action designating the District as a Sanctuary District and adopting the We Are One initiative, in order to protect access to education, student well-being, and trust in public schools;

Whereas, The District exercises discretion over public funds through procurement and contracting, consistent with applicable state law and District policy, and has a responsibility to steward those resources in a manner that supports student safety, family unity, civil rights, and public trust;

Whereas, Certain vendors and contractors may, through their external business practices or partnerships, support detention, surveillance, civil immigration enforcement, or data-driven practices conducted by U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), the U.S. Department of Homeland Security (DHS), or other federal agencies or contractors engaged in immigration enforcement or detention functions, where such practices have been credibly reported or otherwise documented

to involve racial profiling, disregard of judicial orders, or other conduct raising serious concerns regarding civil rights and civil liberties;

Whereas, Such support may include, but is not limited to, the provision of data analytics, information systems, cloud-based services, surveillance technologies, financial contributions, donations, sponsorships, or other technical or commercial assistance that enables or aligns a vendor with civil immigration enforcement or detention operations, including where such support is provided indirectly or as part of broader commercial offerings;

Whereas, The District seeks to ensure that its economic relationships are aligned with its educational mission and values and do not support or enable activities that undermine student safety, family unity, democratic participation, or human dignity; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District affirms that the District shall use its purchasing power consistent with its educational mission to promote student safety, uphold family unity, support inclusive learning environments, and protect democratic participation and freedom from racial profiling;

Resolved further, That the Board directs the Superintendent or designee, to the extent permitted by law, to require as part of District procurement and contract administration, that vendors responding to District solicitations and vendors with existing District contracts provide disclosures regarding external contracts, financial contributions, donations, sponsorships, partnerships, or other business activities related to civil immigration enforcement, detention, or related surveillance practices that may implicate the purposes of this Resolution, and to consider such disclosures in connection with contract administration, amendments, extensions, or renewals;

Resolved further, That the Board directs the Superintendent or designee to establish a review framework to assess whether vendors' activities or external partnerships support or are connected to practices that are fundamentally incompatible with the purposes of this Resolution, including detention, surveillance, enforcement, or profiling practices conducted by U.S. Immigration and Customs Enforcement (ICE) or other federal agencies or contractors engaged in civil immigration enforcement or detention functions, where such practices raise credible concerns regarding human dignity, civil rights, or student and family trust. In conducting this review, and for commodity goods or widely available products, the framework shall prioritize disclosure, mitigation, and the identification of reasonable alternatives, where feasible and cost-effective;

Resolved further, That based on the assessment conducted through the review framework established by this Resolution, the Superintendent or designee shall recommend appropriate actions, including non-engagement, non-renewal, divestment, or termination for cause where applicable, to the extent permitted by law;

Resolved further, That, when supported by credible information, and consistent with existing contractual terms and applicable law, the Superintendent or designee shall review vendor conduct and recommend appropriate

actions, including non-engagement, non-renewal, divestment, or termination for cause where applicable;

Resolved further, That the Superintendent or designee shall, to the extent permitted by law, refrain from entering into new agreements for District-sponsored events, meetings, or activities at venues owned, operated, or controlled by entities whose activities or external partnerships support or are connected to civil immigration enforcement or detention practices that are fundamentally incompatible with the purposes of this Resolution, where such practices raise credible concerns regarding human dignity, civil rights, or student and family trust;

Resolved further, That the Board directs the Superintendent or designee to provide, within sixty (60) days of adoption of the Resolution, a public report summarizing the review framework, the scope of vendors assessed, and any recommendations, to the extent permitted by law;

Resolved further, That the report shall be agendized for public discussion at a Committee of the Whole meeting during the second quarter of 2026; and, be it finally

Resolved, That the Superintendent or designee shall implement this Resolution in a manner consistent with Governing Board policy, collective bargaining agreements, and applicable law, including the prospective application of procurement standards and the lawful disclosure, review, and administration of existing and future contracts, and shall do so in coordination with labor partners and relevant community stakeholders.

TAB 8

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: Res-042-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Board of Education

Ms. Newbill - Recognizing Women's History Month and International Women's Day 2026 (Res-042) (For Action March 10, 2026)

Whereas, Women's History Month is observed annually in March to recognize and celebrate the historical and contemporary contributions, leadership, and achievements of women across all sectors of society;

Whereas, International Women's Day, observed on March 8th, is a global day recognizing the social, economic, cultural, and political achievements of women and calling for collective action to advance gender equity and opportunity;

Whereas, Women have played a foundational role in shaping education, civil rights, labor movements, science, the arts, and public service, often overcoming systemic barriers to ensure greater access, fairness, and opportunity for future generations;

Whereas, Women-particularly Black women, women of color, Indigenous women, immigrant women, LGBTQ+ women, and women with disabilities-have led transformative efforts to expand educational access, protect students' rights, and advocate for equity in schools and communities;

Whereas, Women comprise a significant portion of the education workforce, serving as teachers, classified professionals, counselors, administrators, school leaders, and caregivers who are essential to student success, family engagement, and school community well-being;

Whereas, Schools play a critical role in educating students about diverse histories and perspectives, fostering inclusive learning environments, and empowering students to understand the contributions of women and girls locally, nationally, and globally; and

Whereas, Recognizing Women's History Month and International Women's Day supports the Los Angeles Unified School District's commitment to equity, inclusion, culturally responsive education, and the preparation of students to participate in a diverse and democratic society; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District hereby recognizes March as Women's History Month and March 8th as International Women's Day;

Resolved further, That the Board encourages schools to observe Women's History Month and International Women's Day through age-appropriate, standards-aligned instructional activities, lessons, assemblies, and projects that reflect the diversity of women's experiences and contributions;

Resolved further, That the District encourages the inclusion of women's history, leadership, and achievements across subject areas, including social studies, science, literature, the arts, technology, and civic education;

Resolved further, That the Board acknowledges and appreciates the contributions of women educators, staff, families, and community partners whose leadership and service support student learning and school success; and, be it finally

Resolved, That this resolution be shared with District schools, staff, students, and families as part of the District's ongoing commitment to equity, inclusion, and educational excellence.

TAB 9

Los Angeles Unified School District

333 South Beaudry Ave,
Los Angeles, CA 90017

Board of Education Report

File #: ROC-008-25/26, **Version:** 1
In Control: Board of Education

Agenda Date: 2/17/2026

Report of Correspondence

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
Governing Board of the Los Angeles Unified School District

February 10, 2026

REPORT OF CORRESPONDENCE

The following correspondence addressed to the Board of Education is submitted with the recommended Disposition, "Refer to Superintendent for referral to Office of the General Counsel to take all steps necessary to protect the interests of the Board of Education, including assignment to outside counsel; Controller to draw warrants in such amounts as may be necessary for the payment of costs and fees upon invoices as approved by the Office of the General Counsel":

	FROM	LEGAL ACTION
1.	Carrillo Law Firm, LLP	Summons & First Amended Complaint for Damages for Negligence; Case No. 25STCV33094; Superior Court of the State of California, County of Los Angeles; Jane L.C. Doe, Plaintiff, v. Los Angeles Unified School District, and Does 2-50, Defendants.
2.	Herman Law	Summons & First Amended Complaint for Damages: 1) Negligence (SCHOOL); 2) Negligence (DOES 2 through 25); 3) Negligent Hiring, Retention, and Supervision (SCHOOL); 4) Negligent Hiring, Retention, and Supervision (DOES 2 through 25); Case No. 25STCV33094; In the Superior Court of the State of California In and For the County of Los Angeles; L.G., Plaintiff, v. Los Angeles Unified School District, and Does 2 through 25, inclusive, Defendants.
3.	Law Office of Carlos A. Lloreda, Jr.	Summons & Complaint for Damages for: 1) Negligent Hiring/Retention/Supervision/Training; 2) Statutory Negligence; 3) Assault and Battery; Case No. 25CHCV04482; Superior Court of the State of California – County of Los Angeles – North Valley District Unlimited Civil – Chatsworth Courthouse; Julian Raymond Ramos, a minor, by and through his GAL Lisette Cortez, Plaintiffs, v. Los Angeles Unified School District, and Does 1 through 30, inclusive, and each of them, Defendants.

4.	Manly Stewart & Finaldi	Summons & Complaint for Damages for: 1) Negligence; 2) Negligent Supervision; 3) Negligent Retention; 4) Negligent Failure to Warn Train or Educate; 5) Intentional Infliction of Emotional Distress; 6) Sexual Abuse and Harassment in the Educational Environment (Education Code § 220); 7) Gender Violence (Civil Code § 52.4); 8) Sexual Battery (Civil Code § 1780.5); 9) Sexual Assault; Case No. 26STCV01262; Superior Court of the State of California, County of Los Angeles; Jane LLD Doe, an individual, Plaintiff, v. Los Angeles Unified School District, et al., Defendants.
5.	Manshoory Law Group, APC	Summons & Complaint for Damages for: 1) Harassment; 2) Intentional Infliction of Emotional Distress; 3) Brech of Fiduciary Duty; 4) Negligence; 5) Negligent Supervision; 6) Negligent Failure to Warn, Train, or Educate; 7) Battery; Case No. 25STCV15483; Superior Court of the State of California, County of Los Angeles; Fabiola Martinez, as GAL for Minor "EM"; Mark Martinez, as GAL for Minor "EM", Plaintiffs, v. Los Angeles Unified School District, et al., Defendants.
6.	Robyn Charles, Self-Represented	Summons on First Amended Complaint & First Amended Complaint; Case No. 25STCV35625; Superior Court of California, County of Los Angeles; Robyn Charles, an individual, as assignee of Education Media LLC, Plaintiff, v. Los Angeles Unified School District, Defendants.
7.	Taylor & Ring	Summons & Complaint for Personal Injuries and Damages Arising from Childhood Sexual Abuse and Assault; Case No. 26STCV00248; Superior Court of the State of California, County of Los Angeles; Jane Doe, an individual, Plaintiff, v. Los Angeles Unified School District, et al., Defendants.
8.	The Finkel Firm	Summons & Plaintiff's Complaint for Damages for: 1) Disability/Medical Condition Discrimination in Violation of the FEHA; 2) Failure to Provide Reasonable Accommodation; 3) Failure to Engage In a Good-Faith Interactive Process; 4) Retaliation in Violation of the FEHA; 5) Failure to Prevent Discrimination or Retaliation in Violation of the FEHA; 6) Intentional Infliction of Emotional Distress; 7) California Family Rights Act Interference; and 8) California Family Rights Act Retaliation; Case No. 25STCV36471; Superior Court of the State of California for the County of Los Angeles; Rhina Rheese, Plaintiff, v. Los Angeles Unified School District, and Does 1 to 100, inclusive, Defendants.

The recommended disposition of the following item is "Refer to Superintendent for referral to the Office of the Risk Management and Insurance Services":

No.	Received From	Type of Damage	Claimant	Date of Damage
9.	Andre Pierre Harris-El Bey	Damages	Andrew Pierre, Harris-El Bey	11-09-16
10.	Annabelle Dorothee Munro	Damages	Annabelle Dorothee Munro	Multiple dates provided
11.	James Banh Los Angeles City Attorneys Office	Damages	City of Los Angeles	11-03-24
12.	Chad Salzman Office of the City Attorney	Damages	City of Los Angeles	09-16-24, complaint served on city 11-05-25
13.	Jackie Mendez Downtown L.A. Law Group	Damages	Dalia Maria Moreno	11-14-25
14.	Elisa Coria	Damages	Elisa Coria	11-20-25
15.	Matthew P. Blair Blair & Ramirez LLP	Damages	Erik Campana	10-13-25
16.	Jennifer McCullers	Damages	Jennifer McCullers	12-15-25
17.	Karla Hernandez	Damages	Karla Hernandez Diaz	12-12-25
18.	Rebeka Phy	Damages	Logan Wong	10-29-25
19.	Margaret J. McNair McNair Law Group	Damages	My'Yah Colbert (a Minor)	01-07-25
20.	Mylah Petty	Damages	Mylah Petty	05-29-25

21.	Vanessa Castilla	Damages	Vanessa Castilla	10-26-25
22.	Izabella Quinones	N/A	Izabella Quinones	10-15-25
23.	Alma Suarez	Vehicle Damages	Alma Suarez	10-23-25
24.	Erik Velie Victory Law Group LLP	Vehicle Damages	Andrew Flowers, thru mother Lizzie Leonard	12-01-25
25.	Damage Recovery Unit	Vehicle Damages	Enterprise Rent-a-Car	11-15-25
26.	Enterprise Rent-a-Car	Vehicle Damages	Erick Garcia	12-12-25
27.	Joseph W. Rogel Fleet Response	Vehicle Damages	Fleet Response ASO: Sunbelt Rentals	03-17-25
28.	Joanna Arana RTM Law, APC	Vehicle Damages	Mason Samano Arana	07-02-25
29.	Michael Lamberti	Vehicle Damages	Michael Lamberti	11-21-25
30.	Enterprise Rent-A-Car	Vehicle Damages	N/A	11-15-25
31.	Rosa Hernandez	Vehicle Damages	Rosa Hernandez	08-21-25
32.	Helen Won Pacific Sterling Law Group	Vehicle Damages	Sindy Stephens	12-11-25

TAB 10

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: 043-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Charter Schools Division

2 Charter Schools Public Hearing
Charter Schools Division

Chatsworth Charter High (Board District 3, Region North, Middle performing) Consideration of the level of support for a renewal affiliated conversion charter petition requesting to serve up to 2,534 students (current enrollment 1,643) in grades 9-12 with a proposed term of 2026-2031 and a proposed location of 10027 Lurline Ave., Chatsworth, CA 91311.

Fenton Launchpad Academy (Board District 6, Region North) Consideration of the level of support for a new start-up independent charter petition requesting to serve up to 600 students (current enrollment N/A) in grades TK-12 with a proposed term of 2026-2031 and a proposed location of 8928 Sunland Blvd., Sun Valley, CA 91352.

LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION (CSD)

LIST OF CHARTER PETITIONS FOR PUBLIC HEARING

BOARD OF EDUCATION MEETING
FEBRUARY 17, 2026

	PETITION NAME	TYPE OF CHARTER	PROP. 39 (Y/N)	PERFORMANCE CATEGORY (H/M/L[1])	ACTION TYPE	BD	REGION	ADDRESS(ES)	GRADE LEVELS	NORM ENORLLMENT	PROPOSED # OF STUDENTS	TERM PROPOSED (By Petitioner*)
1.	Chatsworth Charter High	Conversion Affiliated	N	M	Renewal	3	N	10027 Lurline Ave. Chatsworth, CA 91311	9-12	1,643	2,534	2026-2031
2.	Fenton Launchpad Academy	Start-Up Independent	N	N/A	New	6	N	8928 Sunland Blvd., Sun Valley, CA 91352	TK-12	N/A	600	2026-2031
3.												
4.												
5.												
6.												

[1] H = High, M = Middle, L = Low

TAB 11

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: 046-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Strategic Initiatives Office

Receipt of the Mid-Year Annual Update to the 2025-26 District Local Control and Accountability Plan (046-25/26)
Strategic Initiatives Office

INTEROFFICE CORRESPONDENCE
Los **A**ngeles **U**nified **S**chool **D**istrict
Office of the Superintendent

TO: Members, Board of Education

INFORMATIVE
DATE: January 27, 2026

FROM: Alberto M. Carvalho, Superintendent

SUBJECT: **MID-YEAR ANNUAL UPDATE TO THE 2025-26 DISTRICT LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The purpose of this informative is to provide the Board of Education with a mid-year annual update to the 2025-26 District Local Control and Accountability Plan (LCAP). The Board of Education (Board) adopted the 2025-26 District LCAP at its June 24, 2025 Regular Board Meeting (Board of Education Report No. 390-24/25). The 2025-26 District LCAP outlines the District's planned programs and students supports for the 2025-26 school year.

Pursuant to California Education Code section 52062(a)(6), the District is required to present a mid-year report on the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the Board as a nonconsent item. The mid-year annual update reporting period is from June 2025 through October 2025 and is a point-in-time report related to:

- Updated LCFF revenues
- Budget-to-actual expenditures towards LCAP goals
- Progress on the implementation of the LCAP to date
- Realized impact of additional fiscal resources allocated to the District after the adoption of the 2025-26 LCAP

The District is required to include the following in this update:

- Available mid-year outcome data related to metrics in the 2025-26 LCAP
- Available mid-year expenditure and implementation data for actions in the 2025-26 LCAP

This item's inclusion (which includes a link to the mid-year annual update) on the February 10, 2026 Regular Board Meeting Agenda will constitute confirmation that this report has been presented to and received by the Board, thus ensuring the District is in compliance with the state-mandated requirement.

If you have any questions, please contact Dr. Erik Elward, LCAP Administrator, at (213) 241-2636 or via email at erik.elward1@lausd.net

c: Devora Navera Reed
Pedro Salcido
Karla V. Estrada
Carolyn Spaht Gonzalez
Kristen K. Murphy
Jaime Torrens
Martha Alvarez
Jana Carter
Amanda Wherritt
Sasha Lopez
Patricia Chambers
Karen Mercado
Carol Delgado
Michael McLean
Andrew Thomas
Erick Hansen
Erik Elward

TAB 12

333 South Beaudry Ave,
Los Angeles, CA 90017

Los Angeles Unified School District

Board of Education Report

File #: 047-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Strategic Initiatives Office

Receipt of the Mid-Year Annual Update to the 2025-26 Affiliated Charter Schools Local Control and Accountability Plan (047-25/26)
Strategic Initiatives Office

INTEROFFICE CORRESPONDENCE
Los **A**ngeles **U**nified **S**chool **D**istrict
Office of the Superintendent

TO: Members, Board of Education

INFORMATIVE
DATE: January 27, 2026

FROM: Alberto M. Carvalho, Superintendent

SUBJECT: **MID-YEAR ANNUAL UPDATE TO THE 2025-26 AFFILIATED CHARTER SCHOOLS' LOCAL CONTROL AND ACCOUNTABILITY PLANS**

The purpose of this informative is to provide the Board of Education with a mid-year annual update to the 2025-26 Affiliated Charter Schools' Local Control and Accountability Plans (LCAPs). The Board of Education (Board) adopted the 2025-26 Affiliated Charter Schools' LCAPs at its June 24, 2025 Regular Board Meeting (Board of Education Report No. 391-24/25).

Pursuant to California Education Code section 52062(a)(6), Affiliated Charter Schools are required to present a mid-year report on the annual update to their LCAPs and the Local Control Funding Formula (LCFF) budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the Board, as a nonconsent item. The mid-year annual update reporting period is from June 2025 through October 2025 and is a point-in-time report related to:

- Updated LCFF revenues
- Budget-to-actual expenditures towards LCAP goals
- Progress on the implementation of the LCAPs
- Realized impact of additional fiscal resources allocated to the District's Affiliated Charter Schools after the adoption of their 2025-26 LCAPs

The Affiliated Charter Schools are required to include the following in this update:

- Available mid-year outcome data related to metrics in the 2025-26 LCAPs
- Available mid-year expenditure and implementation data for actions in the 2025-26 LCAPs

This item's inclusion (which includes a link to the mid-year updates) on the February 10, 2026 Regular Board Meeting Agenda will constitute confirmation that this report has been presented to and received by the Board, thus ensuring the District's Affiliated Charter Schools are in compliance with the state-mandated requirement.

If you have any questions, please contact Dr. Erik Elward, LCAP Administrator, at (213) 241-2636 or via email at erik.elward1@lausd.net.

c: Devora Navera Reed
Pedro Salcido
Karla V. Estrada
Carolyn Spaht Gonzalez
Kristen K. Murphy
Jaime Torrens
Martha Alvarez
Jana Carter
Amanda Wherritt
Sasha Lopez
Patricia Chambers
Karen Mercado
Carol Delgado
Michael McLean
Andrew Thomas
Marla Willmott
Erick Hansen
Erik Elward

TAB 13

Board of Education Report

File #: Rep-314-25/26, **Version:** 1 **Agenda Date:** 2/17/2026
In Control: Associate Superintendent Talent & Labor Relations

Staffing and Resource Alignment: Central Office and Centrally-Funded Position Closures, March 15 Notices to Certificated and Classified Contract Management Employees and Administrative and Supervisory Credentialed Employees, and Authorization to Issue Reduction in Force Notices to Employees
Office of the Associate Superintendent Talent & Labor Relations

Brief Description:
(Staffing and Resource Alignment: Central Office and Centrally-Funded Position Closures, March 15 Notices to Certificated and Classified Contract Management Employees and Administrative and Supervisory Credentialed Employees, and Authorization to Issue Reduction in Force Notices to Employees) Recommends the Board of Education (Board) authorize the District to issue March 15 notices to all certificated and classified contract management employees and certificated administrators and commence a central office and centrally-funded classified employee reduction in force.

Action Proposed:
The Board take the following actions to support implementation of the District's Fiscal Stabilization Plan for the 2026-27 school year:

1) Authorize the Office of the General Counsel and Human Resources Division to send notices pursuant to Section 35031 of the Education Code to all certificated and classified contract management employees informing them at least 45 days in advance of their expiring contract (or as specified in their contract), that they will be released from their contract management positions no later than June 30, 2026.

2) Authorize the Human Resources Division to send no later than March 15, 2026, notices to administrative and supervisory credentialed employees (i.e., all non-permanent and selected permanent certificated administrators, supervisory employees, confidential employees and all non-school based administrators), informing them that they may be released and/or reassigned due to reasons including, but not limited to, funding, restructuring, loss of confidence or for cause, in accordance with Education Code Section 44951. Subsequent notices of release will be sent by June 30, 2026, to employees who were sent March 15 notices and have been identified for actual release. This subsequent notice informs them that they will be released from their current position and reassigned to the position/classification and salary level indicated in the notice.

3) Determine that it is necessary to unfund and close certain filled central office and centrally-funded classified positions as listed in Attachment A no later than the beginning of the 2026-2027 school year, and to lay off, at the end of the 2025-2026 school year, certain central office and centrally-funded classified employees as the result of lack of work, lack of funds, and/or expiration of a specially funded program.

4) Determine that seniority will be determined by Education Code Section 45308, and among employees who first rendered paid service to the District on the same day, the order of layoff for bargaining unit employees, will be based on the criteria set forth in applicable collective bargaining agreements. If no criteria is set forth in the applicable collective bargaining agreement or if the classified employees do not belong to a bargaining unit, order of layoff will be based on Education Code section 45308 and other applicable provisions of law.

5) Authorize the Human Resources Division and/or Personnel Commission to send March 15 notices to classified employees who have the least seniority in the impacted classification informing them that they will be laid off by June 30, 2026, in accordance with Education Code Sections 45117, 45298, and 45308. The Human Resources Division and/or Personnel Commission will send all initial notices that may be necessary to ensure that the District may reduce services provided by the positions listed in Attachment A at the end of the 2025-2026 school year and to implement all subsequent layoff proceedings.

6) Affirm the District's and Board's commitment to implementing any authorized reduction in force in a manner that is, transparent, compassionate, and respectful of employees, including making every reasonable effort to minimize actual layoffs through regular attrition, and reassignments to other classifications.

Background:
The District continues to be challenged with deficit spending, use of one-time ending fund balance as a measure to offset it; and faces a challenging fiscal outlook for increased revenue. As revenues continue to decrease due to enrollment decline and loss of one-time COVID funds, expenditures have not been reduced proportionately.

As of the First Interim Financial Report in December 2025, the projected deficits are $877 million and $443 million for 2026-27 and 2027-28, respectively. When calculated as a percentage of LA Unified's Unrestricted General Fund projected expenditures and other financing uses, these deficits equal to 14% and 7% in 2026-27 and 2027-28, respectively. It is worth noting that these are dangerously high deficit levels for a public education institution, and more importantly, signal a significant structural imbalance, not a temporary dip.

LA Unified uses one-time ending fund balance as a measure to offset deficit spending. However, this practice of using one-time/non-recurring resources for ongoing expenses does not comply with prevailing best practices and has drawn comment from the Los Angeles County Office of Education (LACOE). Specifically, LACOE's letter approving the District's Local Contral Accountability Plan (LCAP) and Adopted Budget for fiscal year 2025-26 stated, "we remain concerned about the District's projected trend of deficit spending and its impact on the District's fiscal stability." Moreover, their 2025-26 First Interim letter stated, "while we acknowledge the District's commitment to addressing its structural deficit, we remain concerned about the continued trend of significant deficit spending and its adverse effect on the District's ability to meet its financial obligations and reserve requirements in future years."

The District must proactively manage its finances so it can meet its obligation to educate current and future Los Angeles Unified students and provide instructional programs and classroom resources to support continued gains in student achievement. This includes reducing deficit spending to maintain long-term fiscal health. The 2025-26 First Interim Financial Report was approved with a positive certification with the incorporation of a fiscal stabilization plan. The District would not have had a positive certification without the savings in the Fiscal Stabilization Plan (FSP), which includes, among other things, central office reductions.

Difficult but necessary decisions must be made to address the District's negative financial outlook.

The action before the Board authorizes the issuance of March 15 notices to approximately 2,600 certificated and classified contract management employees and certificated administrators. In addition, 657 central office and centrally-funded classified positions (Attachment A) have been identified for closure, 52 for a reduction in hours, and 22 for a basis change. In total this represents less than 1% of the total Los Angeles Unified workforce. To minimize immediate disruption to schools, the District is embracing a greater level of measured financial risk and focusing the reduction in force for the 2026-27 school year primarily on central office and centrally-funded classified positions.

To comply with Education Code requirements, which will result in employee bumping, the District must issue reduction-in-force notices to a greater number of employees than the positions identified for reduction in Attachment A. However, the issuance of a notice does not necessarily result in a final layoff, and these numbers are not representative of the final number of employees who will be laid off. This is due to regular and ongoing changes impacting staffing and finances, such as retirements, resignations, dismissals, and unanticipated changes in expenditures and revenues.

Los Angeles Unified will continue to make every effort to reduce the impact of authorized reductions prior to June 30, 2026. This includes continuing to advocate for additional, sustainable funding to help mitigate impacts and protect programs and classroom resources, reviewing ongoing general fund expenditures to identify opportunities to reduce costs, including, but not limited to, evaluating the need for and benefit of outside contracts and non-classroom expenditures. As vacancies are identified and/or new positions are opened, they will be filled in order of seniority within classifications. Employees who have not received an assignment by June 30, 2026, will be placed on a reemployment list for 39 months and will be offered assignments in order of seniority.

The District recognizes that a reduction in force process creates significant uncertainty and personal hardship for employees, families, and school communities. This action is not a reflection of employee performance or dedication, but rather a response to structural fiscal conditions, including school-based decisions made during the budget development process. As part of this action, the Board and District affirms its commitment to treating all impacted employees with dignity, transparency, and fairness; to providing timely information and access to available assistance resources; and to making every reasonable effort to reduce the number of actual layoffs through attrition, reassignment opportunities, and ongoing fiscal advocacy. The District remains deeply grateful for the professionalism and service of its workforce and acknowledges that employees are the foundation of student success.

Applicable law requires that classified employees be given notice if they will be released and/or reassigned from their positions for the 2026-27 school year. Education Code Section 35031 requires the District to notify certificated and classified contract level management employees with expiring contracts at least 45 days in advance of their expiring contract or as specified in their contract. Education Code Section 44951 requires that certificated administrators, confidential employees, and supervisory employees be continued in their positions for the succeeding school year unless notified by March 15 that they may be released and/or reassigned due to reasons including, but not limited to, funding, restructuring, loss of confidence or for cause, in accordance with Education Code Section 44951.

Permanent classified employees receiving initial notices pursuant to the provisions of Education Code Sections

45117, 45298, and 45308, may request a hearing to determine whether there is cause for their layoff. A request to participate in the layoff proceeding hearing must be in writing and must be received by the District within the designated time period, which shall be no less than seven days after the notice is sent. A form for permanent classified employees to request participation in a reduction in force hearing and copies of Section 45117 will be enclosed for employees' convenience, information, and reference. If permanent employees fail to make a timely request to participate in the layoff hearing, they shall waive their right to a hearing.

Expected Outcomes:
The Board will authorize the Office of General Counsel and Human Relations Division to send March 15 notices to certificated and classified contract management employees and certificated administrators, informing them at least 45 days in advance of their expiring contract (or as specified in their contract), that they will be released from their contract management positions no later than June 30, 2026. Moreover, the Human Resources Division will be authorized to release/reassign employees in compliance with applicable Education Code provisions and laws to ensure the District meets legal and budgetary requirements. Lastly, authorize central office and centrally funded classified employee reduction in force or layoff proceedings, in compliance with Education Code Sections 45117, 45298, and/or 45308.

Board Options and Consequences:
Should the Board adopt the Board Report and authorize the actions contained within, Los Angeles Unified will issue March 15 notices and commence the reduction in force process for central office and centrally-funded classified positions, which begins with the mailing of initial RIF notices. For permanent classified employees, only after all hearings have concluded and the Administrative Law Judge has issued recommendations to the District, shall the District propose the Board authorize final layoff notices to be mailed, likely in May or June 2026. Layoff notices may be rescinded after March 15 and no later than June 2026, due to changes impacting staffing and finances.

Los Angeles Unified will continue to make every effort to reduce the impact of authorized reductions prior to June 30, 2026. This includes continuing to advocate for additional, sustainable funding to help mitigate impacts and protect programs and classroom resources, reviewing ongoing general fund expenditures to identify opportunities to reduce costs, including, but not limited to, evaluating the need for and benefit of outside contracts and non-classroom expenditures. Additionally, reductions may be possible due to regular and ongoing operational changes impacting staffing and finances, such as retirements, resignations, dismissals, and unanticipated changes in expenditures and revenues. As vacancies are identified and/or new positions are opened, they will be filled in order of seniority within classifications and credential areas. Employees who have not received an assignment by June 30, 2026, will be placed on a reemployment list for 39 months and will be offered assignments in order of seniority.

The scope of any final reduction in force remains contingent upon evolving fiscal conditions. Should the District experience improved ongoing revenues - including but not limited to increased State funding, cost-of-living adjustments that exceed projections, legislative relief, successful advocacy resulting in new education investments, or other recurring revenue enhancements - and provided such revenues are sufficient to offset projected structural deficits after accounting for negotiated compensation obligations and rising operational costs, the District may reduce or rescind part of the authorized RIF. Similarly, additional local efficiencies, expenditure reductions, operational restructuring, enrollment stabilization, grant funding that supports ongoing positions, or other fiscally sustainable savings may lessen the need for layoffs. Any adjustment to the RIF plan would be implemented consistent with Education Code requirements and applicable seniority protections.

Failure to authorize this action and provide the required notices in accordance with Education Code will result in an increase in the District's projected expenditures and deficit for 2026-27 and 2027-28, and may impact the District's ability to meet its financial obligations and lead to financial insolvency and State oversight. Critically, it would significantly reduce the District's options and shorten the timeframe for implementation, likely resulting in deeper reductions to programs, including SENI, and the need for next year's RIF to be nearly 5,000 positions with a value of approximately $450 million. Given this, retirements and attrition would not be sufficient to mitigate the impact on individual employees, resulting in significant layoffs. Moreover, updated Fiscal Stabilization Plans would need to identify the specific actions the District will take to address the shortfall.

Policy Implications:
The Education Code specifies statutory deadlines with which the District must comply to implement any release/reassignment of personnel for the next school year including providing the required notifications. This action would authorize provision of notice to above categories of employees and the release/reassignment of employees in compliance with applicable law and implement layoff proceedings as required.

Budget Impact:
Approval is anticipated to result in position closures and reductions in hours with a value of approximately $250 million, implemented as part of the Fiscal Stabilization Plan. Even with approval, with available reserves already being fully utilized, further reductions will be necessary based on the multi-year projections.

Failure to provide the above notices may result in substantially lower budgetary savings in the updated Fiscal Stabilization Plan incorporated in December's First Interim financial report. Lower budgetary savings would result in lower General Fund ending balances, which would be reflected at Second Interim in March. Additionally, the District would be limited in its ability to implement layoff proceedings as required due to budgetary uncertainties, if necessary.

Student Impact:
If authorized, this action will provide the District with maximum flexibility to implement best staffing practices for student success. Acting now prioritizes instructional continuity and protects classrooms later. Fiscal stabilization is student stabilization.

Equity Impact:

Component	Score	Score Rationale
Recognition	4	Actively recognizes and addresses past inequities by providing additional consideration for student needs by implementing a reduction in force focused on central office and centrally-funded positions.
Resource Prioritization	3	A reduction in force focused primarily on central office and centrally -funded positions mitigates effects on school services and supports for schools.
Results	3	Program continuity based on students and school-based needs will be prioritized.
TOTAL	10	

Issues and Analysis:
Permanent classified employees being laid off are entitled to a hearing, at the District's expense, which is anticipated to commence in April 2026. Regular status classified employees being laid off will be placed on a District reemployment list by classification and be reemployed in order of seniority within their classification. Those without an assignment after June 30, 2026, will be placed on a District reemployment list for a period of 39 months from the date of separation.

If the Board authorizes this proposal, an employee FAQ will be posted on the District's website and possible employee assistance resources will be explored.

Attachments:
Attachment A

Submitted:
02/14/26

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

KRISTEN K. MURPHY
Associate Superintendent
Talent & Labor Relations

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

FRANCISCO J. SERRATO
Chief Human Resources
Human Resources Division

REVIEWED BY:

KURT E. JOHN
Deputy Chief Financial Officer

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

DAVID GRECO
Personnel Director
Personnel Commission

Central Office and Centrally-Funded Positions Closures ATTACHMENT A

Job Title	Total
Accounting Technician II	2
Administrative Aide	4
Administrative Assistant	3
Administrative Intern I	1
Administrative Secretary I	1
Administrative Secretary I (C)	1
Area Bus Supervisor	5
Area Operations Supervisor	6
Assignment Technician	11
Assistant Administratve Analyst	2
Assistant Area Bus Supervisor	25
Assistant Environmental Safety Officer	1
Assistant Garage Supervisor	3
Assistant Realty Agent	2
Assistant Transportation Services Mgr	1
Assoc Computer Appl Spst	3
Budget Policy Analyst	1
Bus Dispatcher	2
Bus Park Attendant	11
Charter Schools Opers Coord	1
Chief Clerk	1
Chief Of School Culture, Climate, & Safe	1
Class 'B' Comm Truck Drvr	3
Communication Support Assistant	1
Comp Applications Specialist	2
Coordinator Of Legislative Advocacy	1
Credentials & Contract Specialist	5
Customer Service Representative	1
Data Analyst School Police	1
Data Base Specialist	1
Dep Controller	1
Driver-Trainer (Bus-Truck)	2
Driver-Trainer (Truck)	2
Educational Research Analyst	1
Emergency Management & Business Cont Mgr	1
Fleet-Parts Purchaser	1
Gardener	23
Grant & Funding Specialist	1
Head Accountant	1
Health Site Support Aide	7
Insurance Technician	1
Interpreter Aide - Spanish Lang	1
Inventory Control Analyst	3
Investigator (SSIT)	1
IT Customer Supp Rep	29
IT Solution Technician	2

Job Title	Total
IT Support Technician	220
IT Trainer I	1
It Trainer II	4
Labor Relations Administrator	1
Legal Secretary (C)	4
Library Media Clerk	1
Logistics Supervisor	1
Mail Clerk	3
Multimedia Designer	1
Office Technician	91
Office Technician (C)	2
Parent Education Supp Assistant (Span Lang)	21
Parent Education Support Assistant	12
Payroll Distribution Assistant	1
Payroll Specialist II	1
Payroll Specialist III	1
Pest Management Technician	6
Principal Administrative Analyst	3
Program & Policy Dev Advsr, Budget	1
Program & Policy Dev Coordinator	1
Program And Policy Dev Advisor	1
Property Management Assistant	1
Pupil Service & Att Aide -Span Lang	1
Pupil Services & Attendance Aide	8
Purchasing Services Manager	2
Records And Archive Technician	1
Salary Credits Assistant	1
Sap Enterprise Portal Specialist	1
Sap Functional Analyst(Bn, Bw, Security)	2
Secretary & (Restricted)	1
Selection Technician	1
Senior Advisor To The Superintendent	1
Senior Office Technician	7
Senior Office Technician (C)	3
Spec Ed Fiscal Analyst	1
Sr Accounting Analyst	1
Sr Administrative Analyst	2
Sr Administrative Assistant	1
Sr Advisor, Office Of Communications	1
Sr Assignment Technician	1
Sr Contract Administration Mgr	2
Sr Financial Analyst	3
Sr Mail Clerk	1
Sr Marketing Representative	1
Sr Parent Community Facilitator	3
Sr Parent Education Support Assistant	2

Job Title	Total
Sr Payroll Specialist (C)	2
Sr Procurement Customer Service Supervis	1
Sr Programmer Analyst Sap	1
Sr Programmer Analyst, Oracle	2
Sr Secretary	3
Sr Technical Project Mgr	1
Staff Assistant To Board Members Iv	1
Stock Clerk	5
Strategic Operations Administrator	1
Student & Family Res Navigator	19
Student & Family Resource Ambassador	2
Supervising Assignment Tech	1
Supervising Insurance Technician	1
Supervising Investigator	1
Supervising Personnel Clerk	1
Toolkeeper	1
Translator (Spanish Language)	2
Transportation Router	2
Transportation Services Mgr	1
Truck Driver Helper	1
Workers Comp Claims Proc Spec	1
Workers Comp Claims Proc Spvr	1
Total	**657**

Central Office and Centrally-Funded Positions with Hours Reductions ATTACHMENT A

Job Title	Job	Reduction in Hours	Total Positions Impacted
Area Out-Of-School Pgm Sp	29208480	3.75 to 1	1
		3.75 to 2	3
		3.75 to 2.5	1
		4 to 2	6
		4 to 3.75	2
		4.5 to 3.75	3
		5 to 3.75	3
Area Out-Of-School Pgm Sp Total			**19**
Heavy Bus Driver	22305826		1
		6 to 4	2
		6 to 5	1
		8 to 4	1
		8 to 5	1
Heavy Bus Driver Total			6
Light Bus Driver	**22305861**	**6 to 4**	**1**
		6 to 4.5	1
Light Bus Driver Total			2
Sr Out-Of-School Pgm Spvr	29208482	3.75 to 1	1
Sr Out-Of-School Pgm Spvr Total			1
Trvlg Out-Of-School Pgm Spvr	29208481	3.75 to 1	2
		3.75 to 2	**7**
		3.75 to 3	1
		3.75 to 3.28	1
		3.75 to 3.5	**1**
		4 to 3.75	12
Trvlg Out-Of-School Pgm Spvr Total			**24**
Total			**52**

Central Office and Centrally-Funded Positions with Reduced Basis

ATTACHMENT A

Classification	Job Title	Job	Reduction in Basis	Total Positions Impacted
Classified	Assistant Outdoor Educ Center Mgr	22104574	A to E	3
Classified	Naturalist	22104595	A to B	17
Classified	Volunteer Program Assistant	24102326	A to B	2
Classified Total	**Total**			**22**