ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
March 9, 2023
Book 1 of 2
(Items 3.01 – 8.07)

Thursday, March 9, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #15-22/23

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting: https://arusd-org.zoom.us/j/83793667168
Webinar ID: 837 9366 7168
Or One tap mobile:
+16699006833,,85819050155# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv

*********PUBLIC COMMENT WILL BE ONLY IN PERSON: NO PUBLIC COMMENT WILL BE AVAILABLE THROUGH ZOOM*********

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER/ ROLL CALL/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands;/ PLEDGE OF ALLEGIANCE -- PRESIDENT MINH PHAM.

1.02 DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA. The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.03 WELCOME AND EXPLANATION TO AUDIENCE: Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2.01 on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes

for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. Special Presentation- Discussion, consideration and action

3.01 Social Emotional Learning Programs and Supports - Presentation (Information Only).

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

5. SUPERINTENDENT / BOARD BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

5.01 Approve Resolution No. 45-22/23 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

5.02 Approve Resolution No. 46-22/23 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2022 ELECTION, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

5.03 Approve Resolution No. 47-22/23 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2023 REFUNDING GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $34,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

6. BONDS -- BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

6.01 Approve the Purchase of Two (2) Portable Classrooms from Mobile Modular for Adelante I and Aptitud Academy.

6.02 Approve SVA Architects, Inc. for Architectural Services for Portable Classrooms at Adelante I and Aptitud.

6.03 Approve Notice of Completion and Change Order for Project B2223-Bonds21 ADA and FLS Upgrades.

6.04 Approve SixthDimension for Construction Management Services for Play Structures at LUCHA, Lyndale and Cassell; Outdoor Classroom at Russo/McEntee and Signage at Multiple Campuses at Parking Lots and Interior/Exterior of Buildings at Locations for Required DSA Sign Off.

6.05 Approve SixthDimension for Construction Management Services for Portable Classrooms at Adelante I and Aptitud.

6.06 Approve SixthDimension for Construction Management Services for HVAC Upgrades at Adelante II, Russo/McEntee and McCollam.

6.07 Approve Studio W, for the DSA Pre-Check Outdoor Classroom Structure and ADA Upgrades for Russo/McEntee Academy.

7. BUSINESS SERVICES--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

7.01 Approve Second Interim Financial Report.

8. INSTRUCTIONAL SERVICES--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

8.01 Approve School Sponsored Field Trip List.

8.02 Approve Resolution No. 42-22/23 Cesar Chavez Day – March 31, 2023.

8.03 Approve Resolution No. 41-22/23 Dolores Huerta Day – April 10, 2023.

8.04 Approve Resolution No. 39-22/23 California Public Schools Month - April 2023.

8.05 Approve Resolution No. 40-22/23 Public School Volunteer Week – April 17-21, 2023.

8.06 Approve Resolution No. 43-22/23 Bilingual/Multilingual Learner Advocacy Month – April, 2023.

8.07 California Department of Education Expenditure Quarter 2 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-two of implementation (Information Only).

9. HUMAN RESOURCES-- BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

9.01 Resignations (Information Only).

9.02 Certificated Substitute Pay Rates Effective March 9, 2023.

9.03 Reclassification of Community Liaison Position and Approval of Newly Bargained Job Description.

10. CONTRACTS OVER $100,000--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

10.01 Approve the Springboard Collaborative Contract for SY 2022-2023 Summer Program. Springboard will provide an evidence-based summer literacy program designed to improved educational outcomes for students in grades PreK-3rd. Submitted by: State & Federal. $210,000 dollars.

10.02 Approve the REDUCTION of contract #MY 236041 with City Year for the 22/23 SY. ARUSD and City Year have agreed to amend contract #MY 236041 and terminate services at Dorsa Elementary due to decreased staff capacity for the remainder of 2022-2023 SY. Submitted by: State & Federal Programs, original approved contract was in the amount of $489,326.00. Requested decrease amount $36,665.16 for a new total contract amount of $452,660.84 dollars.

11. CONTRACT EXTENSION OVER $100,000--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

11.01 Approve the Contract Extension with Think Together, Inc. Preschool Program for the 2022-2023 SY. This contract extension is to provide early learning education services at two preschools, Adelante I and Adelante II. Submitted by: Early Learning Department; original approved contract was in the amount of $846,443.70. Requested increase amount $408,413.30 for a total contract amount of $1,254,857.00 dollars.

11.02 Approve the Contract Extension with Maxim Healthcare Services for the 2022-2023 SY and during the Summer Program. This contract extension is to provide Behavior Tech's to assist Alum Rock District students at various sites. Submitted by: Special Education Department; original approved contract was in the amount of $894,600.00. Requested increase amount $600,000.00 for a total contract amount of $1,494,600.00 dollars.

11.03 Approve the Contract Extension with YMCA for the 2022-2023 SY. This contract extension due to termination of the school contract by City Year, YMCA has agreed to provide after school services to Dorsa Elementary School for the remainder of the 2022-23 SY. Submitted by: State and Federal Programs; original approved contract was in the amount of $732,412.00. Requested increase amount $68,853.00 for a total contract amount of $801,265.00 dollars.

12. CONSENT CALENDAR-- BOARD DISCUSSION AND/ OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

12.01 Approve Board Meeting Minutes for the following dates: December 8, 2022, Special Board Meeting, January 19, 2023, Regular Board and Meeting, January 21, 2023, Special Board Meeting/Board Study Session.

12.02 Approve Acceptance of Donations.

12.03 Approve Fundraising Activities.

12.04 Approve Acceptance of Vendor & Payroll Warrants.

12.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

12.06 Approve Contracts for Professional Services -Firms/Organizations

12.07 Approve Memorandum(s) of Understanding

12.08 Approve Contracts for Professional Services - Individuals.

12.09 Current Enrollment (Information Only).

12.10 Approve/Ratify Notices of Employment and Changes of Status/March 9, 2023.

13. CLOSED SESSION

13.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 9:00 p.m. Open Session will resume at conclusion of Closed Session.

13.02 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).

13.03 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: Four (4) potential cases.

13.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554; Alum Rock Union Elementary School District v. Esau Herrera, Santa Clara County Superior Court case no. 21CV382117 Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647; Alum Rock Union Elem. Sch. District v. Del Terra Real Estate Services, Inc., San Mateo County Superior Court case no. 20-CIV-02466.

13.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; (3) Kolvira Chheng, Assistant Superintendent, Business; (4) Jess Serna, Lead Negotiator.

13.06 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Network and Systems Supervisor

13.07 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Early Learning Program Coordinator

14. RECONVENE TO OPEN SESSION

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. FUTURE BOARD AGENDA REQUESTS

15.01 Requests from Board of Trustees and/or from the Public. Requests shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. BB 9322

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 April 13, 2023 (2022-23 School Year).

3.01

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 15, 2023

Subject: **Social Emotional Learning Programs and Supports - Presentation**

Staff Analysis: Staff will provide an overview of the Social Emotional Learning Programs and Supports in place including highlights from three of our schools: Sheppard Middle School, San Antonio Elementary, and LUCHA Elementary.

As we continue to focus on providing safe and welcoming environments at our sites, the SEL department along with site leaders has expanded the programs and support we provide. Each site will share some of their successes with supporting students' social emotional learning.

Information/Presentation

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Information/Presentation

3.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Social and Emotional Learning (SEL) Programs and Supports

Agenda

Social and Emotional Learning

District Suspension & Absenteeism Data

Current Programming

School Site Perspectives and Successes

- L.U.C.H.A
- San Antonio Elementary
- Sheppard Middle School

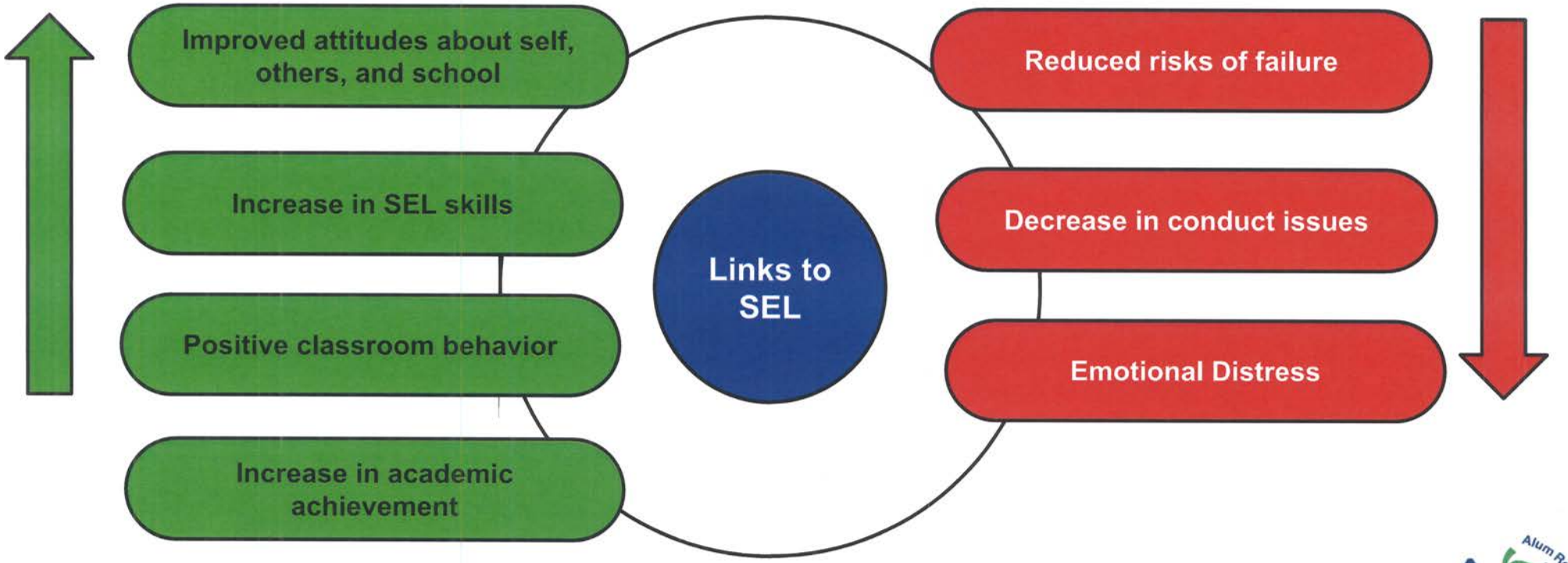
CASEL Framework

According to CASEL (2020), SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to:

- develop healthy identities,
- manage emotions,
- achieve personal and collective goals,
- feel and show empathy for others,
- establish and maintain supportive relationships,
- make responsible and caring decisions



What does the research reveal about Social and Emotional Learning?



(Durlak, et al., 2011; Dymnicki, 2007; Hawkins, et al., 1997; Payton, et al, 2008; Weissberg, et al, 2004).

District Suspension & Absenteeism Data

and

Current Programming

District Wide Suspension Data

School Year	Enrollment	Suspension Rate	% Increase
2017-2018	10,416	3.4%	0.8%
2018-2019	9,965	2%	Declined 1.4%
2019-2020 (Pandemic)	No Data Reported	No Data Reported	No Data Reported
2020-2021 (Distance Learning)	No Data Reported	No Data Reported	No Data Reported
2021-2022 (Return to in-person instruction)	8,289	2.6%	*(New Baseline)*

Source: California School Dashboard. (2018, 2019, 2020, 2021, 2022).Suspension Data. https://www.caschooldashboard.org/reports/43693690000000/2022/conditions-and-climate

District Wide
Absenteeism Data

School Year	Enrollment	Chronically Absent	% Increase
2017-2018	10,210	13.5%	3.4%
2018-2019	9,761	14%	0.6%
2019-2020 (Pandemic)	No Data Reported	No Data Reported	No Data Reported
2020-2021 (Distance Learning)	No Data Reported	No Data Reported	No Data Reported
2021-2022 (Return to in-person instruction)	8,123	9.2%	*(New Baseline)*

Source: California School Dashboard. (2018, 2019, 2020, 2021, 2022).Absenteeism Data. https://www.caschooldashboard.org/reports/43693690000000/2022/academic-engagement

Programs

Kimochis	Adelante 1, Adelante 2, Aptitud, Cassell, Cureton, Dorsa, Hubbard, Early Learning, LUCHA, Lyndale, Meyer, Painter, San Antonio
Positive Behavior Intervention & Supports (PBIS)	Aptitud, Cassell, Cureton, Dorsa, George, Hubbard, Linda Vista, McCollam, Meyer, Ocala, Painter, Ryan, and Independent Studies
Restorative Justice & Practices	Adelante 2, Renaissance at Fischer, Renaissance at Mathson, San Antonio
Sown to Grow	Sheppard
Sky Schools (Mindfulness)	Cureton, Dorsa, Hubbard, Linda Vista, Lyndale, Painter

Site Perspectives and Successes







L.U.C.H.A.

(Learning in an Urban Community with High Achievement)





Student Panorama Data



Student Climate Survey

What feedback did students have for their school?

Elementary Student Survey

136 responses | show breakdown

Save as PDF

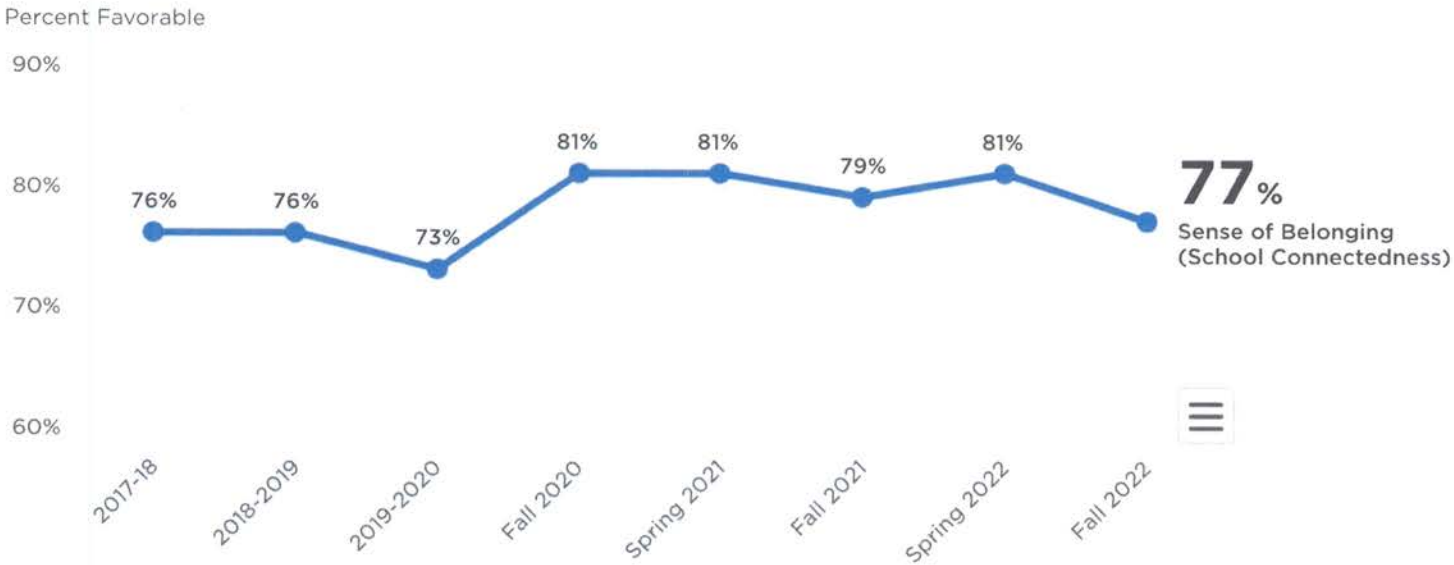
Topic	Percent Favorable	Compared to Alum Rock Union Elementary...	Change since Spring 2022
Knowledge and Fairness of Discipline, Rules and Norms	**83%**	**+5**	▲ 1
Climate of Support for Academic Learning	**81%**	**+5**	▲ 3
Sense of Belonging (School Connectedness)	**77%**	**+1**	▼ 4
Safety	**67%**	**+3**	▲ 5 Greatest increase

Student Panorama Data

Sense of Belonging (School Connectedness)

Based on **136** responses

How have results changed over time?



Student Panorama Data



Student SEL Skills Survey

How did students perceive their own social-emotional skills?

Elementary Student Survey

129 responses | show breakdown

Save as PDF

Topic	Percent Favorable	Change since Spring 2022
Supportive relationships	91%	▲ 3 Greatest increase
Growth Mindset	65%	▼ 5
Social Awareness	65%	0
Self-Management	63%	▼ 2
Self-Efficacy	55%	▲ 1



All Feelings Are Okay, All Behaviors Are Not



Name It: Say or show the feeling word



Shrink It: Reduce the size of the feeling with a calm-down breath



Redo it: Redo hurtful moments



Share it: Go to a trusted adult for help





And Remember...
You Can Be Mad, But You Can't Be Mean



Kimochis© / TM

Kimochis Weekly Focus

Introduced at our LUCHA Launch each Monday



Youtube Videos by Mrs. Burt



LUCHA Kimochis Key #5

LUCHA Elementary School • 248 views • 2 years ago



LUCHA Kimochis Key #3

LUCHA Elementary School • 317 views • 2 years ago



LUCHA's Left Out Video

LUCHA Elementary School • 90 views • 2 years ago



LUCHA's Grateful Video

LUCHA Elementary School • 86 views • 2 years ago



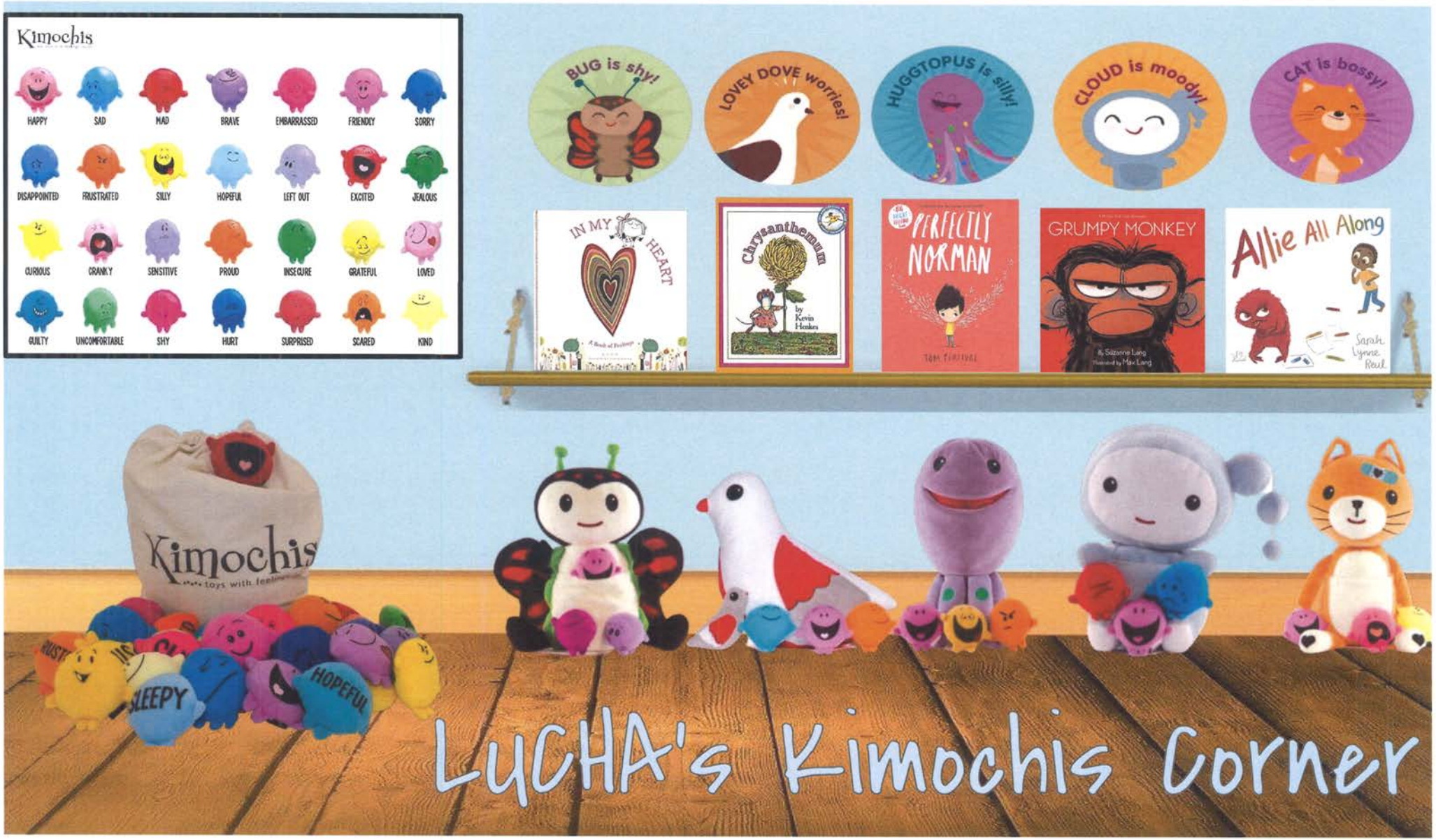
LUCHA's Clover Video

LUCHA Elementary School • 69 views • 2 years ago



LUCHA's Kimochis Key #3 Part 2

LUCHA Elementary School • 184 views • 2 years ago


Kimochis
HAPPY
SAD
MAD
BRAVE
EMBARRASSED
FRIENDLY
SORRY
DISAPPOINTED
FRUSTRATED
SILLY
HOPEFUL
LEFT OUT
EXCITED
JEALOUS
CURIOUS
CRANKY
SENSITIVE
PROUD
INSECURE
GRATEFUL
LOVED
GUILTY
UNCOMFORTABLE
SHY
HURT
SURPRISED
SCARED
KIND
BUG is shy!
LOVEY DOVE worries!
HUGGTOPUS is silly!
CLOUD is moody!
CAT is bossy!
IN MY HEART
Chrysanthemum
by Kevin Henkes
PERFECTLY NORMAN
GRUMPY MONKEY
By Suzanne Lang
Allie All Along
Sarah Lynne Reul
Kimochis
SLEEPY
HOPEFUL
LUCHA's Kimochis Corner

Kimochis Characters



HUGGTOPUS®
is overly affectionate.



BUG is a caterpillar
who is afraid of change.



LOVEY DOVE®
can worry sometimes.



CLOUD® is a bit moody
and unpredictable.



CLOVER is a four-leafed
clover with bad luck .



CAT
is a little bossy.



BELLA ROSE
is sensitive and sweet.

Kimochis Feelings




HAPPY


SAD


MAD


BRAVE


EMBARRASSED


FRIENDLY


SORRY


DISAPPOINTED


FRUSTRATED


SILLY


HOPEFUL


LEFT OUT


EXCITED


JEALOUS


CURIOUS


CRANKY


SENSITIVE


PROUD


INSECURE


GRATEFUL


LOVED


GUILTY


UNCOMFORTABLE


SHY


HURT


SURPRISED


SCARED


KIND

Kotowaza



FRIENDLY

KOTOWAZA

Friendly faces create friendly places.

www.kmochis.com Kimochis All Images © Kimochis/Plushy Feely Corp. 2009-2019



MAD

KOTOWAZA

It's okay to be mad,
but it's not okay to be mean.

www.kimochis.com Kimochis All Images © Kimochis/Plushy Feely Corp. 2009-2019

Keys to Communication



Get someone's attention.
SEL TOOLS: Eye contact, Communication Tap



Use a talking voice.
SEL TOOLS: Talking Voice, Fighting Voice, Serious Voice



Use a talking face and body.
SEL TOOLS: Talking Eyes, Fighting Eyes, Serious Eyes

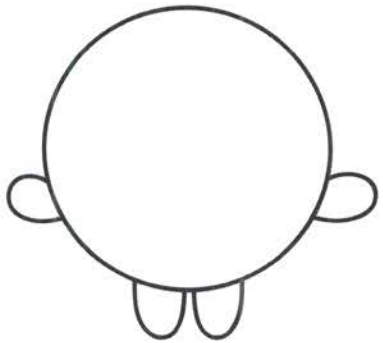


Choose helping words.
SEL TOOLS: Helping vs Hurting Words, "Ouch"



Redo hurtful moments.
SEL TOOLS: Everyone Makes Mistakes, Kimochis Re-do

Peace Corner



I feel _____ when...

Share your feelings!

_____

_____

_____







Office Referrals

Name:

LUCHA KIMOCHIS REDO SHEET

I can think about my choices & how it made me and others feel

I lost a key to communication. The **KEY(S)** I lost is (*circle 1 or more*):



GET SOMEONE'S ATTENTION



USE A TALKING VOICE



USE A TALKING FACE AND BODY



CHOOSE HELPING WORDS

I felt...


Frustrated


Cranky


Mad


Left Out


Sad


Jealous

I can redo a hurtful moment. I have a plan for my redo & to try to make it right.

Now I feel...


Brave


Hopeful


Friendly


Happy


Proud

Kimochis woven into LUCHA culture

LUCHA Ledger

Weekly Newsletter from L.U.C.H.A. Elementary School





Kimochis

Share about a memory from this school year when you felt happy!



I felt happy when...

the LUCHA community came together
to read awesome books
together for our Family Nights on Zoom!

San Antonio Elementary





Student Panorama Data



Student Climate Survey

What feedback did students have for their school?

Elementary Student Survey

193 responses | show breakdown

Save as PDF

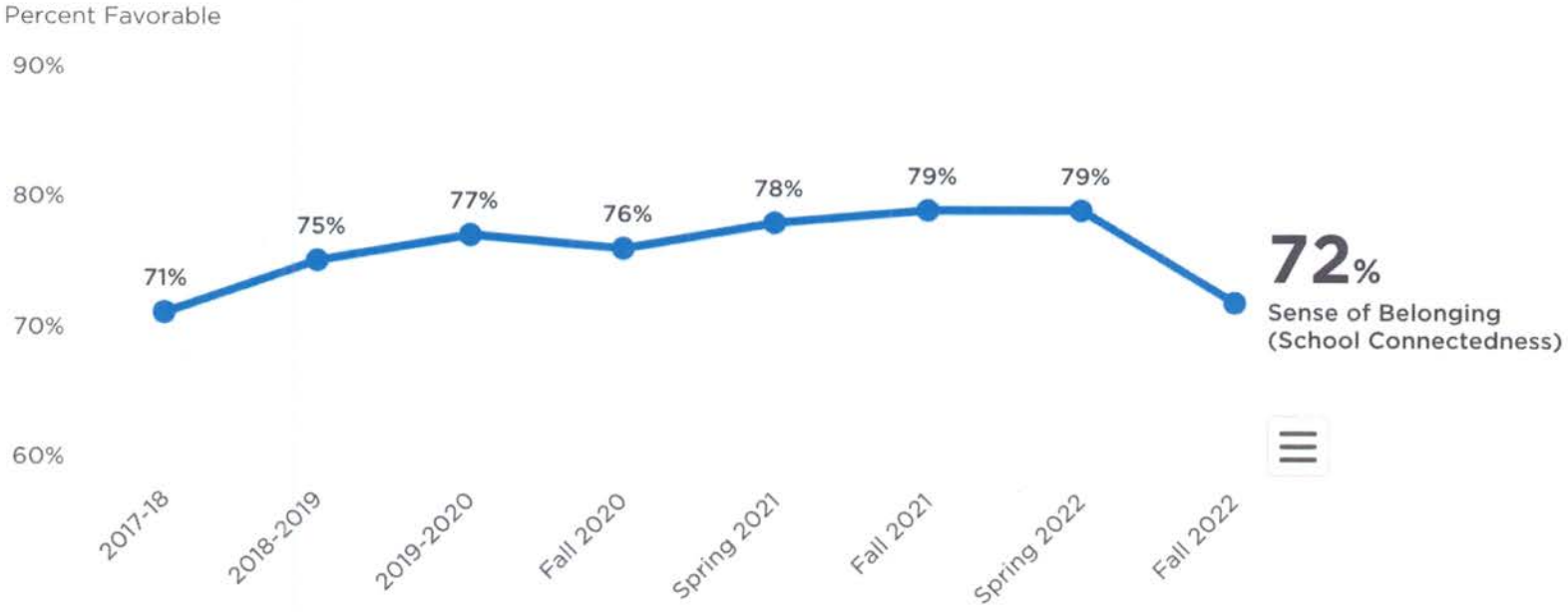
Topic	Percent Favorable	Compared to others in the CORE Districts ...	Change since Spring 2022
Knowledge and Fairness of Discipline, Rules and Norms	78%	20th–39th percentile	▼ 3
Climate of Support for Academic Learning	76%	20th–39th percentile	▼ 1
Sense of Belonging (School Connectedness)	72%	20th–39th percentile	▼ 7
Safety	60%	0th–19th percentile	▼ 2

Student Panorama Data

Sense of Belonging (School Connectedness)

Based on **193** responses

How have results changed over time?



Student Panorama Data



Student SEL Skills Survey

How did students perceive their own social-emotional skills?

Elementary Student Survey

189 responses | show breakdown

Save as PDF

Topic	Percent Favorable	Compared to others in the CORE Districts dataset	Change since Spring 2022
Supportive relationships	**89%**	60th–79th percentile	▼ 3
Growth Mindset	**69%**	40th–59th percentile	▼ 5
Social Awareness	**64%**	40th–59th percentile	▼ 4
Self-Management	**62%**	20th–39th percentile	▼ 3
Self-Efficacy	**58%**	60th–79th percentile	▼ 8

S.E.E.D.S.

Services that
Encourage
Effective
Dialogue and
Solutions

SEEDS is a 501(c)(3) nonprofit community-based organization that has been providing mediation, facilitation, training, and restorative justice to residents, organizations, businesses, and schools in the Bay Area since 1983.

What is Restorative Justice?

Restorative Justice is an umbrella term that encompasses Community Building and Response to Harm. It's principles and practices that enrich communities, repair harm, restore relationships and create safe, inclusive spaces for dialogue.



What is Restorative Justice? (continued)

An approach to problem solving that is based on the following concepts:

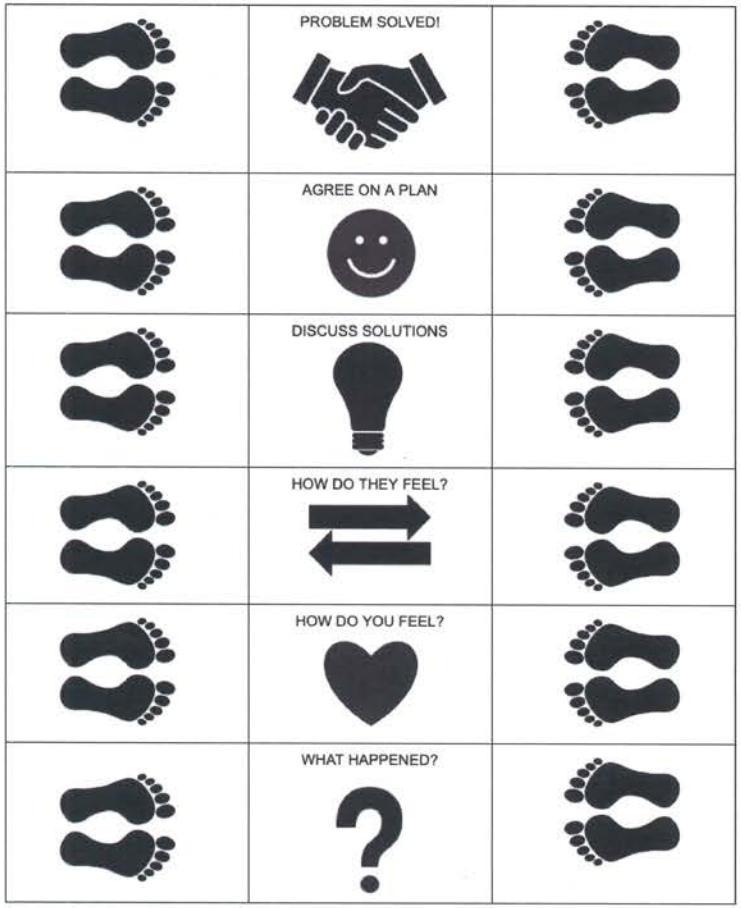
- When harm occurs, it impacts the relationship and the larger community
- Addressing harm should include and solicit the needs of those directly harmed and others who are affected
- Accountability from the person who caused harm is necessary, plus a willingness to make things right, according to the needs of those harmed

Kimochis at our School



Since 2020

Peace Path


PROBLEM SOLVED!
AGREE ON A PLAN
DISCUSS SOLUTIONS
HOW DO THEY FEEL?
HOW DO YOU FEEL?
WHAT HAPPENED?


love

School Goals

Classrooms



Hallways/Office/Cafeteria



Blacktop



Sheppard Middle School





Student Panorama Data



Student Climate Survey

What feedback did students have for their school?

Secondary Student Survey

478 responses | show breakdown

Save as PDF

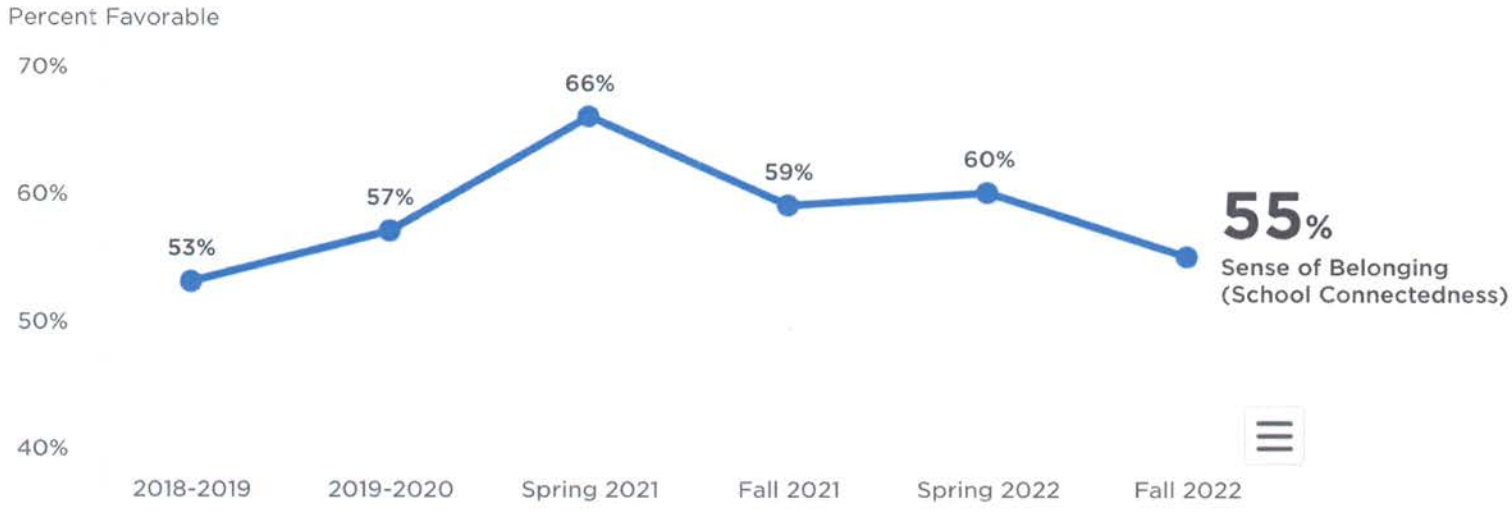
Topic	Percent Favorable	Compared to others in the CORE Districts ...	Change since Spring 2022
Climate of Support for Academic Learning	71%	20th–39th percentile	▼ 3
Knowledge and Fairness of Discipline, Rules and Norms	69%	20th–39th percentile	▲ 2 Greatest increase
Safety	63%	20th–39th percentile	▼ 1
Sense of Belonging (School Connectedness)	55%	20th–39th percentile	▼ 5

Student Panorama Data

Sense of Belonging (School Connectedness)

Based on **478** responses

How have results changed over time?



Student Panorama Data



Student SEL Skills Survey

How did students perceive their own social-emotional skills?

Secondary Student Survey

470 responses | show breakdown

Save as PDF

Topic	Percent Favorable	Compared to others in the CORE Districts dataset	Change since Spring 2022
Supportive relationships	79%	20th–39th percentile	▼ 3
Self-Management	63%	20th–39th percentile	▼ 4
Social Awareness	56%	0th–19th percentile	▼ 8
Growth Mindset	53%	0th–19th percentile	▼ 6
Self-Efficacy	39%	0th–19th percentile	▼ 3

Sown to Grow

- A comprehensive, CASEL-aligned SEL curriculum for students.
- Each week, students participate in a mini-lesson on different SEL topics and then self-assess weekly across the 5 CASEL competencies using a simple survey.
- Teachers can provide real-time feedback to help build connections and deepen relationships with students.

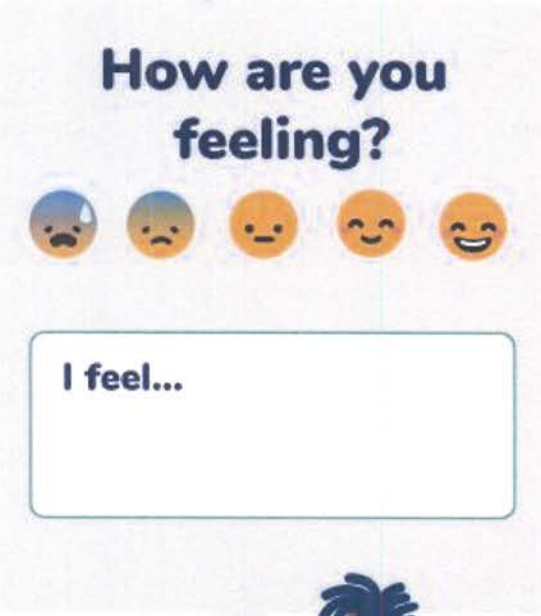
SOWN TO GROW

Mini SEL Lessons - Topics Include

- **Self-Awareness**
- **Self-Regulation**
- **Self-Efficacy**
- **Social Awareness**
- **Perseverance**
- **Sense of Belonging**

How Does Sown to Grow Work?

Weekly Student Check-In





Proactive Support from Teachers, Counselors, and Admin

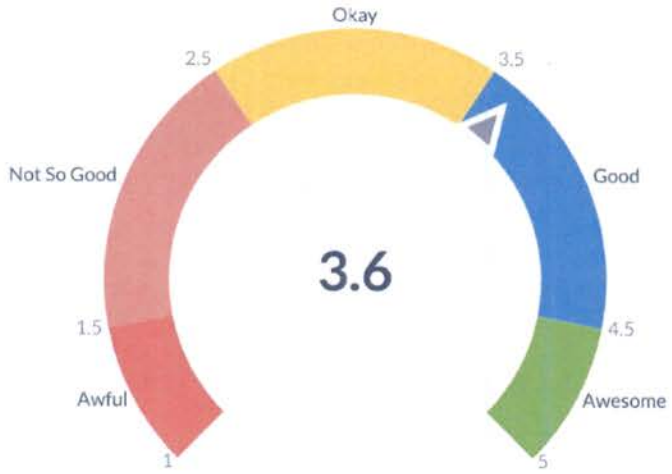




chool Admin Reporting Emotional Well-Being Dashboard

School Year
2022-23 ×

Current Emotion



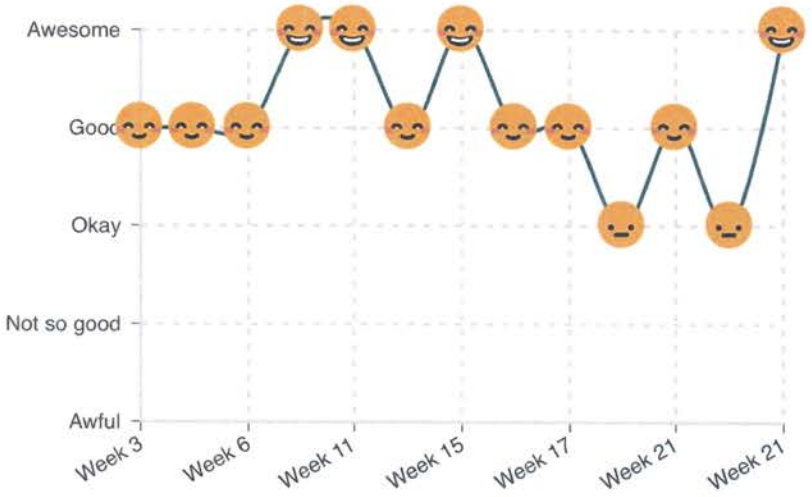
Emotion Levels over Time



20%
Feedback Rate

EXAMPLE: Student's Private Reflections and Teacher's Private Response

My feelings



My reflections

Week 21
Mon Feb 6 - Fri Feb 10

Tell me more about your week. What strategies helped you, and what can you try next week?Tell me more about your week. What strategies helped you, and what can you try next week?

You wrote:

i did alot of work this week and the strategies that helped me were to pay attention

Edit Delete

S. Tupai:

Great job; remember this feeling!

EXAMPLE: Student's Private Reflections and Teacher's Private Response

Weekly Check-in Prompt

Tell me about your week. How was yesterday, Valentine's Day, for you?

Student Reflection



I havent been feeling suicidal lately nor have i been crying that much.

Teacher Reflection

I'm really glad that you are feeling better. Are you talking to anyone about how you have been feeling?

EXAMPLE: Student's Private Reflections and Teacher's Private Response

Weekly Check-in Prompt

Tell me about your week. How was yesterday, Valentine's Day, for you?

Student Reflection



I hated yesterday.Valentines day was really nothing at all it was just a regular school day with people carrying around big baskets and bags with tons of gifts and someone special.I guess i just felt really lonely thats all.

Teacher Reflection

I'm sorry the festivity has caused you to feel lonely. I hope you feel better today. Valentine's Day is meant to celebrate love. It can be love among family members as well.

EXAMPLE: Student's Private Reflections and Teacher's Private Response

Weekly Check-in Prompt

Tell me more about your week. What strategies helped you, and what can you try next week?Tell me more about your week. What strategies helped you, and what can you try next week?

Student Reflection



I cant see my dad he left

Teacher Reflection

I am sorry to hear. Family issues are so hard to deal with. Is there anything we can do to support?

Tier 1 & Tier 2 Supports at Sheppard

SCHOOL LINKED SERVICES

Back to Partners page

Maria Castaneda
School Counselor

Hassan Vakili
School Counselor

Pacific Clinics

A Merger of Uplift Family Services and Pacific Clinics

Community Solutions

SOUND SOULUTIONS

GARDNER Health Services

SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CA

heCITYPEACEPROJECT

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Safe Schools Initiative

Alum Rock Counseling Center

Together, we continue to support our students in their social & emotional growth, feeling a sense of belonging and connected to their learning environment.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Resolution No. 45-22/23**
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

Staff Analysis: Measure I was approved by District voters in 2016 authorizing nearly $140 million of bonds for school equipment and facility improvements. Measure I was a reauthorization of bonds that were originally authorized to be issued pursuant to a Measure G which was approved at an election held on June 3, 2008, meaning that any bonds issued under Measure I result in a corresponding reduction in the amount of the bonds that can be issued under Measure G.

The District has previously issued an initial series of bonds under Measure I in the principal amount of $40 million. At this time the District is considering the issuance of a second series of Measure I Bonds for voter-approved projects in the amount of $19 million pursuant to the Government Code. The 2016 Series B Bonds will be issued as tax-exempt current interest bonds (no capital appreciation bonds), all in accordance with requirements of law, Measure I and the District's debt management policy.

The Board Resolution authorizes the sale of the 2016 Series B Bonds through a negotiated underwriting with an underwriting firm to be designated by the Superintendent based on proposals and the advice of the District's municipal advisor. The 2016 Series B Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS), which is approved pursuant to the Board Resolution. Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately May 1, 2023, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Any comments or questions from Board members should be submitted to staff for review and consideration. Other bond-related documentation which is available in draft form until the 2016 Series B Bonds have been sold are also attached.

Supporting Documents: Bond Purchase Agreement; Preliminary Official Statement.

Recommendation: Approve Resolution No. 45-22/23 authorizing the Issuance and Sale of 2016 Election, Series B Bond in a Not to Exceed Amount of $19 Million.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF TRUSTEES
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 45-22/23

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on June 7, 2016, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure ("Measure I") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $139,999,671.60 (the "Measure I Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure I Bonds; and

WHEREAS, Measure I constitutes a reauthorization of bonds that were originally authorized to be issued pursuant to a bond measure approved by District voters at an election held on June 3, 2008 and known as Measure G, such that any issuance of bonds under Measure I results in a corresponding reduction in the amount of the bonds that can be issued under Measure G; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure I Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District has previously issued an initial series of Measure I Bonds in the aggregate principal amount of $40,000,000; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of a second series of Measure I Bonds under the Bond Law in the aggregate principal amount of not to exceed $19,000,000 (the "Series B Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure I; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Series B Bonds by the Underwriter.

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance

(if any) and any other cost, charge or fee in connection with the original issuance of the Series B Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Controller-Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent of the District, the Assistant Superintendent of Business Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series B Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means: (a) any direct general non-callable 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; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Series B Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure I" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on June 7, 2016, under which the issuance of Measure I Bonds has been authorized.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Series B Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series B Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

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

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series B Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Series B Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series B Bonds" means the not to exceed $19,000,000 aggregate principal amount of Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series B, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Series B Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Series B Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) 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 do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series B Bonds in the principal amount of not to exceed $19,000,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure I. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series B Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series B". Additional designations to appropriately identify the Series B Bonds may be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series B Bonds.

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof, in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. The Series B Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Series B Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent or other official familiar with the projects to be financed with proceeds of the Series B Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Series B Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Series B Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Series B Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of $5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Series B Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series B Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series B Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series B Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of

redemption to the respective Owners of the Series B Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Series B Bonds. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series B Bonds. The Series B Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series B Bonds. Any Series B 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 a duly authorized representative, upon surrender of such Series B Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No transfer of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.07. Exchange of Series B Bonds. The Series B Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the case of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

Whenever any Series B Bond is surrendered for exchange, the District shall execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No exchange of Series B Bonds is required to be made (a) during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which will at

all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series B Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds 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 Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds. The County, the District and the Paying Agent shall have no responsibility

for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series B Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series B Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series B Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to an underwriting firm, investment banking firm or other financial lender or underwriter which is designated by the Superintendent upon consultation with the Municipal Advisor. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that (i) the Series B Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series B Bonds shall not exceed the limits contained in the Bond Law, (ii) the Underwriter's discount shall not exceed 1.00% of the par amount of the Series B Bonds, and (iii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement for the Series B Bonds, in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series B Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in the form on file with the

Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by Government Code Section 53509.5, after the sale of the Series B Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series B Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series B Bonds. The proceeds of the Series B Bonds shall be applied on the Closing Date as follows:

(a) The Underwriter shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series B Bonds to the County Treasurer for deposit in the Debt Service Fund.

(b) The Underwriter shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance.

(c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2016 Election, Series B Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series B Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure I, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Series B Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure I. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the

purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series B Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Series B Bonds with U.S. Bank Trust Company, National Association in the form on file with the Clerk of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series B Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Dale Scott & Co. Inc., has previously been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has previously been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of general obligation bonds of the District, including the Series B Bonds. The estimated costs of issuance associated with the issuance of the Series B Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series B Bonds. The Series B Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on the Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Alum Rock Union Elementary School District 2016 Election, Series B Bond Debt Service Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of net premium (if any) received by the District on the sale of the Series B Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series B Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service

Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Series B Bonds shall also be applied to pay the expense of paying such Series B Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series B Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series B Bond Owners. The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series B Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series B Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series B Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series B Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates

or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent 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.

Whenever in the administration of its duties under this Resolution the Paying Agent deems 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 is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

Section 7.01. Remedies of Series B Bond Owners. Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon 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 conferred upon the Series B Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Series B Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

Section 9.02. Defeasance of Series B Bonds.

(a) Discharge of Resolution. The Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Series B Bonds; or

(iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B 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.

Section 9.03. Execution of Documents and Proof of Ownership by Series B Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board 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 Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Series B Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, shall have no obligation to repay the Series B Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series B Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of

such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

Section 9.08. Validation. The Series B Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Series B Bonds and the election authorizing the issuance thereof shall benefit from the procedures, protections and limitations set forth in Government Code 53510 and Code of Civil Procedure 860 and following.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on March 9, 2023.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF SERIES B BOND*

REGISTERED BOND NO. 45-22/23 **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
(Santa Clara County, California)

GENERAL OBLIGATION BOND
2016 ELECTION, SERIES B

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated prior to _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series B Bonds. Such information is intended to be blank in this Appendix A.*

is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities and for the purpose of prepaying outstanding obligations of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on June 7, 2016, upon the question of issuing Bonds in the amount of $139,999,671.60, and under a resolution of the Board of Trustees of the District adopted on March 9, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been

met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent 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 in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By_____
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

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

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds (Estimated): 4.50%

2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $207,000. Such amount consists of costs of issuing the Series B Bonds in the amount of approximately $150,000, plus estimated Underwriter' compensation in the amount of $57,000.

3. Proceeds of the Series B Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series B Bonds (Estimated): $9,223,000.

4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity (Estimated): $20,145,958.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt interest rates available in the bond market at the time of pricing the Series B Bonds.*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Resolution No. 46-22/23**
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2022 ELECTION, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

Staff Analysis: Measure S was approved by District voters at an election held on November 8, 2022, authorizing nearly $71.5 million of bonds for school facility improvements, including housing for District teachers and other employees as authorized by the Teacher Housing Act of 2022. The District is considering the issuance of an initial series of Measure S Bonds for voter-approved projects, including but not limited to teacher housing, in the amount of $19 million pursuant to the Government Code. The 2022 Measure A Bonds will be issued as tax-exempt current interest bonds (no capital appreciation bonds), all in accordance with requirements of law, Measure S and the District's debt management policy. The Board Resolution authorizes the sale of the 2022 Series A Bonds through a negotiated underwriting with an underwriting firm to be designated by the Superintendent based on proposals and the advice of the District's municipal advisor. The 2022 Series A Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS), which is approved pursuant to the Board Resolution. Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately May 1, 2023, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Any comments or questions from Board members should be submitted to staff for review and consideration. Other bond-related documentation which is available in draft form until the 2022 Series A Bonds have been sold are also attached.

Supporting Documents: Bond Purchase Agreement; Preliminary Official Statement.

Recommendation: Approve Resolution No. 46-22/23 authorizing the Issuance and Sale of 2022 Election, Series A Bond in a Not to Exceed Amount of $19 Million.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommended Approval

5.02

Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF TRUSTEES
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 46-22/23

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2022 ELECTION, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on November 8, 2022, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure ("Measure S") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $71,500,000 (the "Measure S Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure S Bonds; and

WHEREAS, Measure S constitutes a reauthorization of bonds that were originally authorized to be issued pursuant to a bond measure approved by District voters at an election held on November 6, 2012 and known as Measure J, such that any issuance of bonds under Measure S results in a corresponding reduction in the amount of the bonds that can be issued under Measure J; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure S Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of an initial series of Measure S Bonds under the Bond Law in the aggregate principal amount of not to exceed $19,000,000 (the "Series A Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure S; and

WHEREAS, the Measure S Bonds have been authorized for the purpose, among others, of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District, as authorized by the Teacher Housing Act of 2016, constituting Part 14 (commencing with Section 53570) of Division 31 of the Health and Safety Code of the State of California (the "Teacher Housing Act"); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Series A Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Series A Bonds will be in compliance with said policy; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Series A Bonds by the Underwriter.

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series A Bonds in exchange for the amount representing the purchase price of the Series A Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series A Bonds, including but not limited to the costs of preparation and reproduction

of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Series A Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Controller-Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent of the District, the Assistant Superintendent of Business Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series A Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means: (a) any direct general non-callable 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; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing

notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Series A Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure S" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on November 8, 2022, under which the issuance of the Measure S Bonds has been authorized.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Series A Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series A Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Series A Bonds, means all Series A Bonds except (a) Series A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series A Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series A Bonds in lieu of or in substitution for which other Series A Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series A Bond, means the person in whose name the ownership of such Series A Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

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

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series A Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Series A Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series A Bonds" means the not to exceed $19,000,000 aggregate principal amount of Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2022 Election, Series A, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Series A Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Series A Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) 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 do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series A Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series A Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES A BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series A Bonds in the principal amount of not to exceed $19,000,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with the Measure S, including for the purpose of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District, as authorized by the Teacher Housing Act. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series A Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series A Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2022 Election, Series A". Additional designations to appropriately identify the Series A Bonds may be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series A Bonds.

(a) Terms of Series A Bonds. The Series A Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series A Bonds maturing in the year of maturity of the Series A Bond for which the denomination is specified. The Series A Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Series A Bonds is payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series A Bond is in default at the time of authentication thereof, such Series A Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series A Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Series A Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series A Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent or other official familiar with the projects

to be financed with proceeds of the Series A Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series A Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series A Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Series A Bonds, but such numbers do not constitute a part of the contract evidenced by the Series A Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series A Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series A Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series A Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series A Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series A Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series A Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series A Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Series A Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Series A Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Series A Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Series A Bonds for Redemption. Whenever less than all of the Outstanding Series A Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series A Bonds of such maturity to be

redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series A Bond will be deemed to consist of individual bonds of $5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Series A Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series A Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series A Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series A Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series A Bonds are to be called for redemption, shall designate the serial numbers of the Series A Bonds to be redeemed by giving the individual number of each Series A Bond or by stating that all Series A Bonds between two stated numbers, both inclusive, or by stating that all of the Series A Bonds of one or more maturities have been called for redemption, and shall require that such Series A Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series A Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series A Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Series A Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series A Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series A Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series A Bonds so called for redemption have been duly provided, the Series A Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series A Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series A Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series A Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series A Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not

be or are not available on the date fixed for redemption for the payment in full of the Series A Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series A Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Series A Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Series A Bonds. The Series A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series A Bonds. The Series A Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series A Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series A Bonds. Any Series 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 a duly authorized representative, upon surrender of such Series A Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Series A Bond issued upon any transfer.

Whenever any Series A Bond is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver new Series A Bonds for like aggregate principal amount. No transfer of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

Section 2.07. Exchange of Series A Bonds. The Series A Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series A Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series A Bond issued upon any exchange (except in the case of any exchange of temporary Series A Bonds for definitive Series A Bonds). No exchange of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after it has been selected for redemption.

Whenever any Series A Bond is surrendered for exchange, the District shall execute and the Paying Agent will authenticate and deliver new Series A Bonds for like aggregate principal amount. No exchange of Series A Bonds is required to be made (a)

during the period established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series A Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Series A Bonds, and the Series A Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series A Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Series A Bonds in the full aggregate principal amount of the Series A Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series A Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series A Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series A Bonds. The District shall cause to be paid all principal and interest with respect to the Series A Bonds 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 Series A Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series A Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series A Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series A Bonds. In such event, the District shall issue, transfer and exchange Series A Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series A Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series A Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Series A Bonds to any Depository System Participant having Series A Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series A Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series A Bond and all notices with respect to such Series A Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series A Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series A Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series A Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES A BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series A Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series A Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series A Bonds to an underwriting firm, investment banking firm or other financial lender or underwriter which is designated by the Superintendent upon consultation with the Municipal Advisor. The Series A Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that (i) the Series A Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series A Bonds shall not exceed the limits contained in the Bond Law, (ii) the Underwriter's discount shall not exceed 1.00% of the par amount of the Series A Bonds, and (iii) the Series A Bonds shall have a ratio of total debt service to principal of not to exceed four to one.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement for the Series A Bonds, in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series A Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series A Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the

District and the Series A Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series A Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series A Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series A Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by Government Code Section 53509.5, after the sale of the Series A Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series A Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series A Bonds. The proceeds of the Series A Bonds shall be applied on the Closing Date as follows:

(a) The Underwriter shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series A Bonds to the County Treasurer for deposit in the Debt Service Fund.

(b) The Underwriter shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance.

(c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2022 Election, Series A Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series A Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure S, including for payment of Costs of Issuance to the extent not paid from the account established for that

purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Series A Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure S, including for the purpose of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District, as authorized by the Teacher Housing Act. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series A Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Series A Bonds with U.S. Bank Trust Company, National Association in the form on file with the Clerk of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series A Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Dale Scott & Co. Inc., has previously been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has previously been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of general obligation bonds of the District, including the Series A Bonds. The estimated costs of issuance associated with the issuance of the Series A Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES A BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series A Bonds. The Series A Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series A Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series A Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series A Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Series A Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series A Bonds. In no event are the principal of and interest on the Series A Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Alum Rock Union Elementary School District 2022 Election, Series A Bond Debt Service Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series A Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of net premium (if any) received by the District on the sale of the Series A Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series A Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Series A Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service

Fund, to the extent necessary to pay the principal of and interest on the Series A Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series A Bonds. DTC will thereupon make payments of principal and interest on the Series A Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series A Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Series A Bonds shall also be applied to pay the expense of paying such Series A Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series A Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Series A Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series A Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series A Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series A Bonds to provide security for the Series A Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series A Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series A Bonds, in conformity with the terms of the Series A Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series A Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series A Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series A Bond Owners. The District will preserve and protect the security of the Series A Bonds and the rights of the Series A Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series A Bonds by the District, the Series A Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series A Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series A Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series A Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series A Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series A Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series A Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series A Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) 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 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series A Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series A Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series A Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series A Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Series A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series A Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates

or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent 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.

Whenever in the administration of its duties under this Resolution the Paying Agent deems 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 is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES A BOND OWNERS

Section 7.01. Remedies of Series A Bond Owners. Any Series A Bond Owner has the right, for the equal benefit and protection of all Series A Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series A Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series A Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Series A Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series A Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series A Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series A Bonds to the respective Owners of the Series A Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series A Bonds.

A waiver of any default by any Series A Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series A Bonds to exercise any right or power accruing upon 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 conferred upon the Series A Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series A Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series A Bond Owners, the District and the Series A Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series A Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series A Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series A Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Series A Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series A Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series A Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series A Bonds.

Section 9.02. Defeasance of Series A Bonds.

(a) Discharge of Resolution. The Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series A Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Series A Bonds; or

(iii) by delivering such Series A Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series A Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series A Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series A Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series A Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series A Bond (whether upon or prior to its maturity or the redemption date of such Series A Bond), provided that, if such Series A Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series A Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Series A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Series A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series A Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series A Bonds and remaining unclaimed for two years after the principal of all of the Series A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series A Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series A Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series A 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.

Section 9.03. Execution of Documents and Proof of Ownership by Series A Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Series A Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Series A Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series A Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series A Bond shall bind all future Owners of such Series A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board 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 Series A Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Series A Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, shall have no obligation to repay the Series A Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series A Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of

such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series A Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series A Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series A Bond Owners.

Section 9.08. Validation. The Series A Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Series A Bonds and the election authorizing the issuance thereof shall benefit from the procedures, protections and limitations set forth in Government Code 53510 and Code of Civil Procedure 860 and following.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on March 9, 2023.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF SERIES A BOND*

REGISTERED BOND NO. 46-22/23 **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

(Santa Clara County, California)

GENERAL OBLIGATION BOND
2022 ELECTION, SERIES A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated prior to _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series A Bonds. Such information is intended to be blank in this Appendix A.*

is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities and for the purpose of prepaying outstanding obligations of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on November 8, 2022, upon the question of issuing Bonds in the amount of $71,500,000, and under a resolution of the Board of Trustees of the District adopted on March 9, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been

met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent 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 in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By_____
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

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

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series A Bonds (Estimated): 4.50%

2. Finance charge of the Series A Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $207,000. Such amount consists of costs of issuing the Series A Bonds in the amount of approximately $150,000, plus estimated Underwriter' compensation in the amount of $57,000.

3. Proceeds of the Series A Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series A Bonds (Estimated): $9,223,000.

4. Total Payment Amount for the Series A Bonds, being the sum of all debt service to be paid on the Series A Bonds to final maturity (Estimated): $17,743,921.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt interest rates available in the bond market at the time of pricing the Series A Bonds.*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

5.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Resolution No. 47-22/23**
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2023 REFUNDING GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $34,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

Staff Analysis: The District has been advised that due to interest rate conditions in the bond markets, there is an opportunity to refinance the outstanding 2012 Election, Series A Bonds for the purpose of realizing debt service savings for the District's taxpayers. The Resolution presented to the Board authorizes the issuance of up to $34 million of Refunding Bonds pursuant to the Government Code, as tax-exempt bonds, in the form of current interest bonds only (no capital appreciation bonds), all in accordance with requirements of law and the District's debt management policy. Pursuant to the law under which the Refunding Bonds will be issued, the final term of the Refunding Bonds will not be extended beyond the term of the bonds to be refinanced. The Refunding Bonds may only be issued if there are total debt service savings to the District's taxpayers.

The Board Resolution authorizes the sale of the Refunding Bonds through a negotiated underwriting with an underwriting firm to be designated by the Superintendent based on proposals and the advice of the District's municipal advisor. The Refunding Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS), which is approved pursuant to the Board Resolution. Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately May 1, 2023, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Any comments or questions from Board members should be submitted to staff for review and consideration. The proceeds of the Refunding Bonds will be deposited with U.S. Bank as escrow agent, to be invested in certain US Treasury Securities pending the application of such proceeds to redeem the 2012 Series A Bonds in full on August 1, 2023, which is the first date on which the 2012 Series A Bonds may be redeemed. Other bond-related documentation which is available in draft form until the Refunding Bonds have been sold are also attached.

Supporting Documents: Bond Purchase Agreement; Preliminary Official Statement; Escrow Agreement

Recommendation: Approve Resolution No. 47-22/23 authorizing the Issuance and Sale of 2023 Refunding General Obligation Bonds in a Not to Exceed Amount of $34 Million.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

5.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF TRUSTEES
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 47-22/23

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2023 REFUNDING GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $34,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on November 6, 2012, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a ballot measure ("Measure J") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $125,000,000, and more than 55% of the votes cast at said election were in favor of the issuance of bonds under Measure J; and

WHEREAS, the Board of Supervisors of the County of Santa Clara (the "County"), in the name and on behalf of the District, has previously issued an initial series of bonds under Measure J, designated the Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2012 Election, Series A, in the aggregate original principal amount of $32,400,000 (the "2012 Series A Bonds"); and

WHEREAS, the 2012 Series A Bonds are subject to redemption in full on August 1, 2023, at the option of the District, at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, in order to provide funds to refinance the 2012 Series A Bonds and thereby realize debt service to the District and its taxpayers, the Board of Trustees of the District (the "Board") wishes at this time to authorize the issuance and sale of Alum Rock Union Elementary School District (Santa Clara County, California) 2023 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed $34,000,000 (the "Refunding Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code (the "Refunding Bond Law"); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with said policy;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Refunding Bonds by the Underwriter.

"Closing Date" means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2012 Series A Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2012 Series A Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Controller-Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent of the District, the Assistant Superintendent of Business Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended thereafter.

"Escrow Agent" means U.S. Bank Trust Company, National Association, its successors and assigns, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2012 Series A Bonds.

"Federal Securities" means: (a) any direct general non-callable 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; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02, and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

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

"Refunded 2012 Series A Bonds" means those maturities of the 2012 Series A Bonds which are refunded from the proceeds of the Refunding Bonds, as such maturities are identified in the Escrow Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code, as amended from time to time.

"Refunding Bonds" means the Alum Rock Union Elementary School District (Santa Clara County, California) 2023 Refunding General Obligation Bonds, authorized and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such

other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"2012 Series A Bonds" means the Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2012 Election, Series A, which were issued by the Board of Supervisors of the County in the name and on behalf of the District on July 31, 2013, in the aggregate original principal amount of $32,400,000.

"Underwriter" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Rules of Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) 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 do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed $34,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund the outstanding Refunded 2012 Series A Bonds.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) 2023 Refunding General Obligation Bonds".

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2012 Series A Bonds plus the principal amount of the Refunded 2012 Series A Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Municipal Advisor that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it 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, or (ii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as

determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and this Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection (d) are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection will be reduced on a in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity shall be designated for redemption, the

Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of $5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Refunding Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Refunding Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption.

Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding 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 Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds 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 Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to an underwriting firm, investment banking firm or other financial institution which is designated by the Superintendent to serve as the Underwriter, based upon proposals received by the District and upon consultation with the Municipal Advisor. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 1.00% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53555 of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (ii) the Underwriter that is selected under this Section will be required to be familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) a negotiated sale permits the Refunding Bonds to be sold an expedited time schedule.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be paid by the Underwriter on the Closing Date in accordance with a Written Request of the District, as follows:

(a) The Underwriter shall transfer the amount of a portion of such proceeds to U.S. Bank Trust Company, National Association, as custodian under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance.

(b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund the Refunded 2012 Series A Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Board hereby approves the refunding of the Refunded 2012 Series A Bonds pursuant to the Escrow Agreement, in substantially the form on file with the Clerk of the Board together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by a District Representative, each of whom is hereby authorized and directed to execute and deliver the final form of the Escrow Agreement on behalf of the District.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Refunding Bonds with U.S. Bank Trust Company, National Association in the form on file with the Clerk of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(a), a portion of the proceeds of sale of the Refunding Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Dale Scott & Company Inc. has previously been engaged to act as the Municipal Advisor, in connection with the issuance and sale of general obligation bonds of the District, including the Refunding Bonds. The estimated Costs of Issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name

and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the Santa Clara County Office of Education to establish a fund, which shall be held by the County, to be known as the "Alum Rock Union Elementary School District 2023 Refunding General Obligation Bonds Debt Service Fund." The Debt Service Fund shall be maintained as a separate account within the existing bond interest and redemption fund of the District, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other account within the bond interest and redemption fund of the District to be applied to pay debt service on other general obligation bond indebtedness of the District, and in the event there is no such debt

outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC. DTC will thereupon make payments of the principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments to the beneficial owners of the Refunding Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Refunding Bonds shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the *ad valorem* property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County hereunder shall be invested by the County Treasurer in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a

forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board hereby directs the County to levy *ad valorem* property taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Refunding Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Refunding Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Refunding Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of

the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution to the contrary, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.06. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not the Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates

or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent 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.

Whenever in the administration of its duties under this Resolution the Paying Agent deems 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 is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon 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 conferred upon the Refunding Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of any of the Owners of the Refunding Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

Section 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or

(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) give to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding 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.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more

instruments of similar tenor, and shall be executed by the Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board 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 Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, shall have no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assume no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Validation. The Refunding Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Refunding Bonds shall benefit from the procedures, protections and limitations set forth in Government Code 53510 and Code of Civil Procedure 860 and following.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on March 9, 2023.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF REFUNDING BOND*

REGISTERED BOND NO. 47-22/23 **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

(Santa Clara County, California)

2023 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated prior to _____ 15, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable on each Interest Payment Date to the Registered Owner at the address appearing on the Bond registration books at the close of business on the 15th day of the

---

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Refunding Bonds. Such information is intended to be blank in this Appendix A.*

calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Trustees of the District adopted on March 9, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[*if applicable*:] The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*:] The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed

(without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and

collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent 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 in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By

_____

President
Board of Trustees

Attest:

_____

Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

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

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds (Estimated): 4.00%.

2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $288,000. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately $205,000 together with estimated Underwriter's compensation in the amount of approximately $83,000.

3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): $33,285,575.

4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): $52,161,581.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Refunding Bonds.*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Approve the Purchase of Two (2) Portable Classrooms from Mobile Modular for Adelante I and Aptitud**

Staff Analysis: California Public Contrat Code (PCC) 20118, sections 20111 and 20112 authorizes districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

Due to the need of additional classroom spaces at Adelante I and Aptitud, staff is requesting to purchase two portable classrooms from Mobile Modular utilizing Santa Rita Union School District Bid No. 21024-Piggyback for Modular Classrooms.

Recommendation: Staff recommends the Board of Trustees approve the contract with Mobile Modular to purchase two (2) portable classrooms, each costing $96,507.51, totaling $193,015.02.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Sale Agreement

Contract: 210048881.1
Date Printed: 02/09/2023

Customer & Site Information

Customer Information:
Alum Rock ESD
2930 Gay Ave
San Jose, CA 95127
Deborah Slivkoff
dslivkoff@cumming-group.com
(669) 600-1309

Site Information:
Alum Rock ESD
2475 Van Winkle Lane
Aptitude Academy
San Jose, CA 95116
Deborah Slivkoff
dslivkoff@cumming-group.com
(669) 600-1309

Customer PO/Reference:
Exp: //
By:

Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA II (Item2001)	1	**$81,595.00**	**$81,595.00**	Y
Right Hand Door Configuration Tackboard interior. 1 Door 2 Window Min				
BID 91223, serial numbers 1123A, 1123B, MFG AMS, year 2020				

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Classroom, 24x40 DSA II (Item2001)				
Block and Level Building (B5) (PW)	1	**$5,497.00**	**$5,497.00**	N
Prevailing Wage Cert. Payroll				
Delivery Haulage Fuel 12 Wide Lowboy	2	**$153.00**	**$306.00**	N
Delivery Haulage Lowboy 12 wide	2	**$1,022.00**	**$2,044.00**	N
Delivery Haulage Permit 12 wide Lowboy	2	**$135.00**	**$270.00**	N
Delivery Haulage Pilot 12 wide Lowboy	2	**$432.00**	**$864.00**	N
Essential Material Handling Fee	1	**$2,050.00**	**$2,050.00**	N
Installation, Ramp Skirting (PW)	36	**$22.00**	**$792.00**	Y
Prevailing Wage Cert. Payroll				
			$11,823.00	
		Tax:	$3,089.51	
		Total Sales Price Including Tax:	**$96,507.51**	

Special Notes

Additional Note: Quote and contract are based on 2023 Santa Rita Union SD Project No. B-17-28-11-000-9291 Piggy Back Bid
Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.
Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
Delivery of Equipment:
Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.
DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to

ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Used building sale: Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

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Sale Agreement

Contract: 210048881.1
Date Printed: 02/09/2023

Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (https://www.mobilemodular.com/contractterms). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller (**"Seller"**) and buyer (**"Buyer"**, as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

SELLER: Mobile Modular Management Corporation	**BUYER:** Alum Rock ESD
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto (**"Equipment"**) on the terms and conditions set forth herein. Each such Sale Agreement (**"Agreement"**), and the sale provisions on the Seller's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a **"Sale"**) of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the **"Purchase Price"**) is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has

been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

4. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the **"Site"**). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

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6. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

7. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of $1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

9. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

10. **TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

17. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Sale Agreement

Contract: 210048883.1
Date Printed: 02/09/2023

Customer & Site Information

Customer Information:
Alum Rock ESD
2930 Gay Ave
San Jose, CA 95127
Deborah Slivkoff
dslivkoff@cumming-group.com
(669) 600-1309

Site Information:
Alum Rock ESD
2999 Ridgemont Ave.
Adelante Dual Language Academy
San Jose, CA 95127
Deborah Slivkoff
dslivkoff@cumming-group.com
(669) 600-1309

Customer PO/Reference:
Exp: //
By:

Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA II (Item2001)	1	**$81,595.00**	**$81,595.00**	Y
Right Hand Door Configuration Tackboard interior. 1 Door 2 Window Min BID 91222, serial numbers 1122A, 1122B, MFG AMS, year2020				

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Classroom, 24x40 DSA II (Item2001)				
Block and Level Building (B5) (PW)	1	**$5,497.00**	**$5,497.00**	N
Prevailing Wage Cert. Payroll				
Delivery Haulage Fuel 12 Wide Lowboy	2	**$153.00**	**$306.00**	N
Delivery Haulage Lowboy 12 wide	2	**$1,022.00**	**$2,044.00**	N
Delivery Haulage Permit 12 wide Lowboy	2	**$135.00**	**$270.00**	N
Delivery Haulage Pilot 12 wide Lowboy	2	**$432.00**	**$864.00**	N
Essential Material Handling Fee	1	**$2,050.00**	**$2,050.00**	N
Installation, Ramp Skirting (PW)	36	**$22.00**	**$792.00**	Y
Prevailing Wage Cert. Payroll				
			$11,823.00	
		Tax:	$3,089.51	
		Total Sales Price Including Tax:	**$96,507.51**	

Special Notes

Additional Note: Quote and contract are based on 2023 Santa Rita Union SD Project No. B-17-28-11-000-9291 Piggy Back Bid
Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.
Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
Delivery of Equipment:
Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.
DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to

ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

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Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

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- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
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Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller (**"Seller"**) and buyer (**"Buyer"**, as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

SELLER: Mobile Modular Management Corporation	**BUYER:** Alum Rock ESD
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

SALE TERMS AND CONDITIONS

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5. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

6. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

7. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of $1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

9. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

10. **TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

17. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 9, 2023

To the Superintendent of Schools

Subject: **Approve SVA Architects, Inc. for Architectural Services for Portable Classrooms at Adelante I and Aptitud.**

Staff Analysis: Fee for Architectural Services for two (2) portable classrooms to be located at Adelante I and Aptitud campuses by Mobile Modular. Design is to include ADA access from main point of entry, power, fire alarm and data. Architect is to coordinate Mobile Modular pre-approved drawings with their drawings for submittal and approval from DSA. Construction Administration: Provide submittal reviews, responses to requests for information, site visits, change order assistance, review of payment applications and construction record drawings. Closeout: Provide support for DSA certification of the two projects.

Item	Amount
Architectural Services for Portable Classrooms	$65,400.00
Topographic Survey - Adelante	$6,500.00
Topographic Survey - Aptitud	$6,500.00

Recommendation: Staff recommend the Board of Trustees approve the proposals provided by SVA Architects, Inc. for portable classrooms at Adelante I and Aptitud in the amount not to exceed $78,400.00.

Submitted by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph. D. Title: Superintendent

To the Board of Trustees:

Recommended Approval

6.02
Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SVA ARCHITECTS

Santa Ana + Oakland + San Diego + Davis

SVA Architects, Inc.

2030 Franklin St., Suite 210
Oakland, California 94612
T 510.267.3180

info@sva-architects.com
www.sva-architects.com

March 1, 2023

Mr. Kolvira Chheng
Assistant Superintendent
Business Service
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Re: Letter of Understanding for Portable Classroom Project at Adelante Dual Language Academy and Aptitude Academy

Dear Mr. Chheng:

This Letter of Understanding (the "LOU") shall serve as confirmation between **Alum Rock Union School District** ("Client") and **SVA Architects, Inc.** ("SVA") of our mutual understanding of the work to be performed for the **Adelante Dual Language Academy Portable and Aptitude Academy Portable Project (**"Project") located at 2999 Ridgemont Avenue, San Jose, CA and at 2475 Van Winkle Lane, San Jose, CA.

I. Development Objectives

SVA Architects and its consultants will provide architectural, civil engineering, and electrical engineering the placement of (1) 24' x 40' modular classroom at the Adelante Dual Language Academy site and (1) 24' x 40' modular classroom at the Aptitude Academy site. The classrooms will be provided by Mobile Modular from the vendor's stockpile. The portable buildings to be placed will not utilize sewer or water connections. If desired, surveying services may be provided as an additional fee as noted below.

Exclusions: Including, but not limited to DSA certification of previous projects closed by DSA without certification, geotechnical work, fire sprinklers, and tenant improvement work within the classroom not required for DSA approval.

II. Compensation

A. The Client agrees to compensate Architect, in accordance with the terms and conditions of this Agreement, for services rendered hereunder a fee equal to **Sixty-Five Thousand Four Hundred Dollars ($65,400.00).**

Services	Fees
Architectural	$30,000.00
Electrical Engineering	$16,000.00
Civil Engineering Services	$19,400.00
Total	**$65,400.00**

B. Payment to SVA will be made monthly in the proportion to services performed.

Phases	Fees
Design – 60%	$39,240.00
DSA – 5%	$3,270.00
Bid – 5%	$3,270.00
CA / Closeout – 30%	$19,620.00
Total	**$65,400.00**

C. Reimbursement for any direct expenses will be at 1.15 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

D. The following optional, additional services can be provided at the rates below, if desired by the district:

Optional Additional Services	Fees
Topographic Survey – Adelante DLA	$6,500.00
Topographic Survey – Aptitude Academy	$6,500.00

E. Schedule: It is anticipated that the projects will be eligible to be submitted to the Division of the State Architect as over-the-counter submittals. With that assumption, the team proposes to submit the project to DSA 6-8 weeks after receiving the topographic survey.

F. SVA's hourly rates are as follows:

Title	Hourly Rates
Partner	$225.00
Principals	$210.00
Senior Project Architect/Manager	$195.00
Senior Project Designer	$195.00
Project Architect/Manager	$175.00
Project Designer	$175.00
Job Captain	$155.00
Intermediate Designer	$125.00
Junior Designer	$100.00
Administrative Staff	$75.00

Alum Rock Union School District
Portable Classroom Project at Adelante Dual Language Academy and Aptitude Academy
March 1, 2023

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,
SVA Architects, Inc.

Robert M. Simons

Robert M. Simons, AIA
President & Partner
License No.: C18301

AGREED AND ACCEPTED:
Alum Rock Union School District

_____
Signature
Name: _____
Title: _____
Date: _____

Alum Rock Union School District
Portable Classroom Project at Adelante Dual Language Academy and Aptitude Academy
March 1, 2023

TERMS AND CONDITIONS

A. Standard of Care: Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.

B. Additional Services: All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.

C. Revisions to the drawings or changes in the Work that are required as a result of: (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.

D. Ownership of Documents: Any and all documents prepared as a result of the Services are and shall remain the property of Architect.

E. Termination: Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.

F. Limitation of Liability: Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:

- The sole and exclusive remedy shall be against Architect and its corporate assets;
- No officer, director or shareholder of Architect shall be sued of named as a party in any suit or action;
- No judgment shall be taken against any officer, director or shareholder of Architect;
- No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
- The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.

G. No Third Party Beneficiaries: there shall be no third party beneficiaries to this Agreement.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 9, 2023

To the Superintendent of Schools

Subject: **Approve Notice of Completion and Change Order for Project B2223-Bonds21 ADA and FLS Upgrades**

Staff Analysis: Construction services work for project B2223-Bonds21 was accepted as complete by Ed Villareal, Director MOT on 03/02/2023.

The work was completed within the contract timeframes. One change order was issued:

Chang Order #1: ($16,000)
Issued to modify contract timeframes at the request of the district (primary construction moved to Winter Break), and remove Alternate 1 construction contingency that was not expended.

Item	Cost	New Contract Amount:
Original Agreement	$125,645.00	N/A
Change Order No. 1	($16,000.00)	$109,645.00

Recommendation: Staff recommend the Board of Trustees approve the issue and recording of the notice of completion and change order for Project B2223-Bonds21 ADA and FLS upgrades.

Submitted by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph. D. Title: Superintendent

To the Board of Trustees:

Recommended Approval

6.03

Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 63 63

CHANGE ORDER FORM

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: FLS-ADA Work
Bid No.: B2223-Bonds21

Date: 01/10/2023
DSA File No.: N/A
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Contractor:
Innovate Concrete, Inc.
PO Box 26620
San Jose, CA 95159-6620

Architect:
Norma Jackson, Segimura Finney Architects

Project Inspector:
Jason Polyzos, Advanced Inspections, Inc.

Reference	Description	Cost	Days Ext.
PCO # 1 Req. by: ARUSD Perf. by: Innovate Concrete, Inc.	Agreed upon, no-cost time extension to allow for majority of work to be performed during Winter Break in effort to minimize impact to student occupied areas during normal school operations.	$ 0.00	17
PCO #2 Req. by: ARUSD Perf. by: N/A	Contingency funding not used	$(16,000.00)	0

Contract time will be adjusted as follows: Previous Completion Date: 12/29/2022 Seventeen [17] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: 01/15/2023	Original Contract Amount:	$ 125,645.00
	Amount of Previously Approved Change Order(s):	$ 0.00
	Amount of this Change Order:	$ (16,000.00)
	Contract Amount:	$ 109,645.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Kolvira Chheng
Assistant Superintendent
ARUSD

Date

Contractor:

J. Ramon Ramirez
President
Innovate Concrete, Inc.

2/21/2023
Date

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: **Innovate Concrete Inc**
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds21** ("Work") for the following project known as:

B2223-Bonds21 ADA (Americans with Disabilities Act) and FLS (Fire Life Safety) upgrades (Aptitude, Renaissance @ Fischer and Renaissance @ Mathson)

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred and Nine Thousand Six Hundred and Forty Five	dollars	$ **109,645**
BASE BID		

Additive/Deductive Alternates:

Alternate # 1

Sixteen Thousand	dollars	$ **16,000**
Additive/~~Deductive~~		

Scope:
FIFTEEN PERCENT (15%) construction contingency to address unforeseen conditions

Alternate # N/A

_____	dollars	$ _____
Additive/Deductive		

Scope:

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RECORDING REQUESTED BY

Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

AND WHEN RECORDED MAIL TO:

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

RECORDED WITHOUT FEE PER G.C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given, pursuant to Civil Code section 9204, that:

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is **2930 Gay Avenue, San Jose, CA 95127.**
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed **03/02/2023**
6. The work done was **B2223-Bonds21 ADA and FLS Upgrades**
7. The contractor for such work of improvement was **Innovate Concrete, Inc. PO Box 26620 San Jose, CA 95159**
8. The date of contract between the above-contractor and Owner is **11/09/2022**
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:

   APTITUDE AT GOSS (2475 Van Winkle Ln., San Jose, CA 95116)
   RENAISSANCE AT FISCHER (1720 Hopkins Ln., San Jose, CA 95122)
   RENAISSANCE AT MATHSON (2050 Kammerer Dr., San Jose, CA 95116)

Dated: 03/09/2023

_____
Kolvira Chheng, Assistant Superintendent

VERIFICATION

I, Hilaria Bauer, Ph.D., say: I am the Superintendent for the Alum Rock Union School District and the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same of my own knowledge. I hereby declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____ at San Jose, California

_____

Hilaria Bauer, Ph.D.
Superintendent, Alum Rock Unified School District

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.04.

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Approve SixthDimension for Construction Management Services for Play Structures at LUCHA, Lyndale and Cassell; Outdoor Classroom at Russo/McEntee and Signage at Multiple Campuses at Parking Lots and Interior/Exterior of Buildings at Locations for Required DSA Sign Off.**

Staff Analysis: LUCHA: Oversee installation of play structure, provide ADA accessibility requirements as noted on DSA approved drawings if applicable. Lyndale: Oversee installation of play structure, provide ADA accessibility requirements as noted on DSA approved drawings if applicable. Cassell: Oversee installation of play structure, provide ADA accessibility requirements as noted on DSA approved drawings if applicable. Russo: Install outdoor classroom with necessary power/data as noted and ADA accessibility requirements as noted on DSA approved drawings if applicable. Multiple Schools: Provide and install signage at multiple campuses including parking lots, buildings and other locations as directed. This work is anticipated for Summer 2023.

Item	Amount
CM Services Fee Proposal	$136,814.00

Recommendation: Staff recommend the Board of Trustees approve the proposal provided by SixthDimension for CM services for play structures at LUCHA, Lyndale and Cassell, Outdoor Classroom at Russo and Signage at multiple campuses in the amount not to exceed $136,814.00.

Submitted by: Kolvira Chheng K Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

6.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

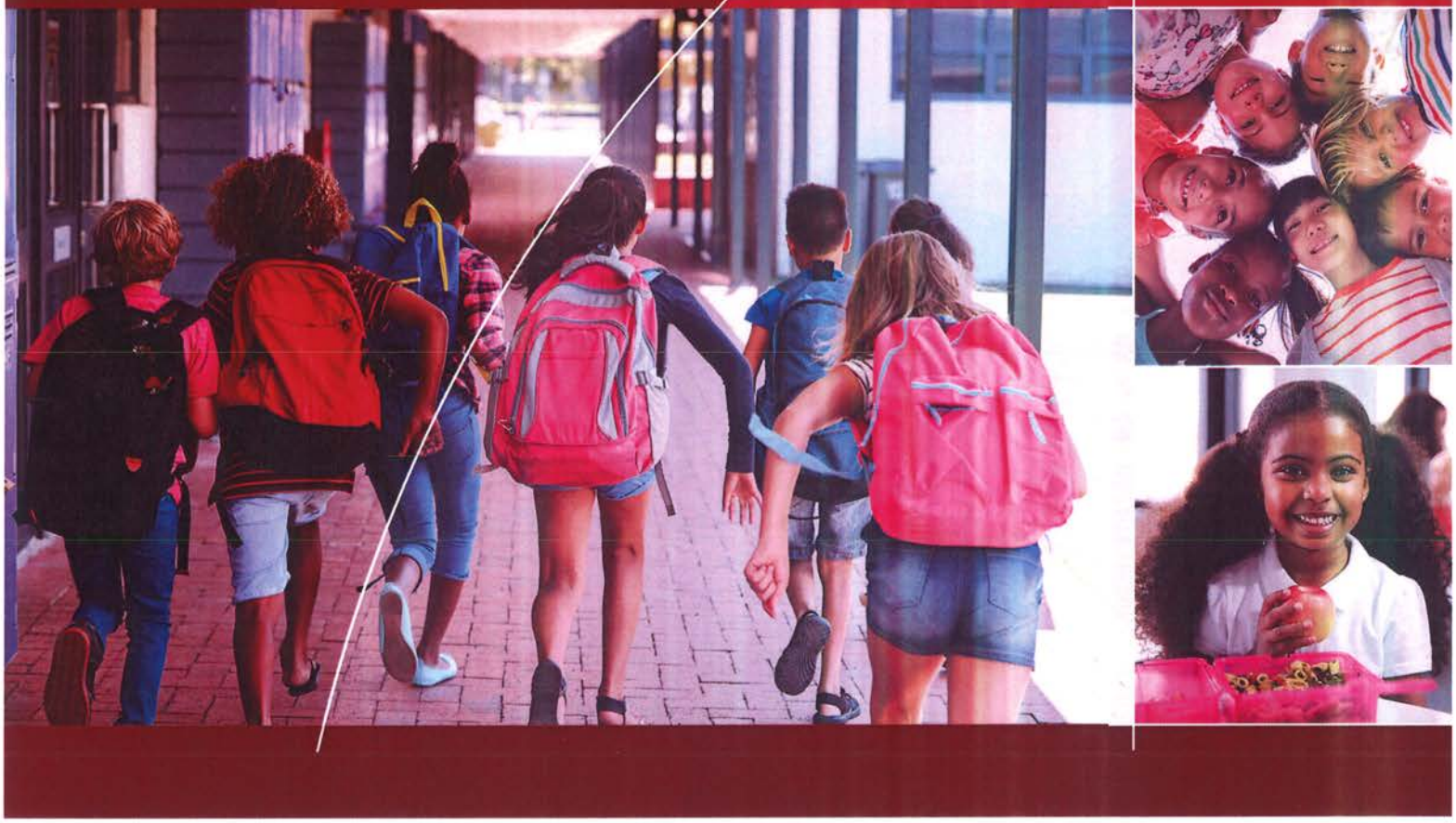
DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FEBRUARY 22, 2023

TRUST • VALUE • RESULTS



SixthDimension

RESPONSE TO REQUEST FOR PROPOSALS

in Response to Alum Rock Union Elementary School District for Construction Management Services for Construction Projects of Play Structures, Outdoor Classrooms & Signs (RFP No. 2223-Bonds29)

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Sixth Dimension provides comprehensive K-12 program, project, and construction management services in an exceptional manner, based on decades of experience in managing large, complex programs and projects with consistent results and significant value.

T R U S T · V A L U E · R E S U L T S



TAB

1.

COVER LETTER

TAB 1. COVER LETTER

February 22, 2023

Mr. Kolvira Chheng,
Assistant Superintendent of Business Services
Alum Rock USD,
2930 Gay Avenue, San Jose, CA 95127

Re: Request for Proposal for Construction Management Services
No. 2223-Bonds29 – Play Structures, Outdoor Classroom & Signs

Dear Mr. Chheng,

Sixth Dimension has appreciated the opportunity to work with the District on your Measure I & J 2022 Summer Projects and is pleased to submit this Proposal for Construction Management Services for the Play Structures, Outdoor Classroom & Signs Project at LUCHA, Lyndale, Cassell, Russo and Multiple Schools.

Having recently completed several projects at various schools on behalf of the District, we feel uniquely qualified to meet your needs. We plan to utilize the same team of individuals that successfully delivered the District 2022 summer projects.

We are available, committed, and ready to begin working with a minimal learning curve. Our understanding of the District goals, priorities, and systems will allow us to get started quickly. Our team is committed to ensuring the continued success of the District's Program.

If you have any questions, or need additional information, please don't hesitate to call me at 925-408-1593, or email karl.schultz@sixthdimensionpm.com. I am authorized to speak for the firm during the evaluation process.



Karl Schultz, CCM, LEED AP
Vice President, Sixth Dimension



TAB 2.

APPROACH

TAB 2. APPROACH

Our Sixth Dimension team plans to hit the ground running with the Play Structures, Outdoor Classroom & Signs Projects. We understand the scope of work related to portable classroom projects at California K-12 schools that typically not only includes the play structures, but also include accessible path of travel, etc. We would like to discuss the anticipated scope in detail with District's Program Management Team.

BID PACKAGE DEVELOPMENT

Having worked with the District last summer, we believe that we can work together with the Cummings Program Management Team to efficiently put the Play Structures, Outdoor Classroom & Signs Projects out to bid. Similar to what we accomplished Summer 2022, we would like to discuss packaging strategies with you that will enable us to more efficiently deliver these projects.

ESTIMATING

We plan to utilize Saylor consulting to perform estimates of the bid packages in order to verify that the projects are within budget and also to better minimize the potential for surprises on bid day. We will work closely with the architect to reconcile our detailed estimate with their estimate and to also explore Value Engineering options during the process.

CONSTRUCTABILTY REVIEW

Sixth Dimension was selected by the State of California to provide constructability review for the California Department of General Services. We have developed an excellent reputation for performing first in class constructability reviews for our clients. These reviews and our approach to work with the Architect to verify resolution of constructability review conflicts has paid dividends to our clients and ensures that construction goes much more efficiently.

PROCUREMENT

Having worked with the District in the past, we understand the District's processes and procedures which will enable our team along with the Cumming to efficiently bid these Portable Classroom Projects. We have developed a marketing database of perspective contractors and will work to market the projects so that the District receives as many bids as possible from qualitied contractors. We will then be your trusted partner through the entire process culminating with approval of the contract(s) by the Board of Education.

CONSTRUCTION

Our plan for the Play Structures, Outdoor Classroom & Signs Projects includes creating bid documents that include the work necessary to complete the projects for the start of School in August 2023.

CLOSE-OUT

Our Sixth Dimension team starts our projects with the end in mind. Our team believes that close-out starts at the beginning of every project which enables us to efficiently close out the projects when complete. This was demonstrated with our summer 2022 projects. Our team plans to utilize the same approach with the Portable Classroom projects.



TAB 3.

FEE

TAB 3. FEES

BILLING PRACTICES/ STAFFING PLAN

Sixth Dimension is flexible on the approach for developing our price proposal for construction management services. Part of this discussion includes the volume of work and potential for discounted fees. The fee is a combination of the specific resources needed for the projects and the time that these resources will be utilized.
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There is an opportunity to bring an economy to the District by utilizing the same team across multiple contracts (i.e., portables, HVAC and playgrounds). We would like to discuss the potential discounted fees that packaging CM services can bring the District which ultimately puts more bond dollars into the projects themselves.

Our comprehensive fee proposal and staffing plan is included in Appendix B.

SIXTH DIMENSION FEE SCHEDULE*

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Project Engineer	$133
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* *The rates contained herein are based on 2023 calendar year rates. A 3% escalation shall be added to each calendar year. In addition, Sixth Dimension will add 5% to subconsultant invoices and reimbursable costs to cover the administration costs.*



A RESUMES



ROLE FOR ARUSD

Karl will provide executive-level support, ensuring resources are available to Sixth Dimension staff when needed.

EDUCATION
Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS
Certified Construction Manager #1333 (Exp. 11/2021) – Construction Management Association of America

Leadership in Energy and Environmental Design, Accredited Professional

CA General Contractor #1071511 (Exp. 12/31/2022)

Karl Schultz, CCM, GC, LEED AP

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Karl Schultz has nearly 30 years of experience in the construction services industry with experience in master planning, management, project management, construction management, and project controls. He has particular expertise in managing large, complex programs for K-12 programs and projects that include modernization, renovation, and new construction. Karl is involved in program management and control systems, community involvement, and regulatory agency review. Having served as Project Directo Program Manager, PM, and CM, he is experienced in all project phases.

RELEVANT EXPERIENCE

Alum Rock Union School District, Measures J & I – Principal-in-Charg
Sixth Dimension provided construction management services to ARUSD fc renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Program As Principal-in-Charge, Karl provided executive-level support, ensuring resources were available to Sixth Dimension staff when needed.

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$92M Middle School Conversion of modernization and new construction at the existing Thornton campus. Responsible for Pre-Construction Services and oversight of the construction management services.

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Responsible for leading the $650M Measure E Bond Modernization Program Projects include complete replacement of schools along with additions and renovations of existing school campuses.

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$250M program for multiple projects in MDUSD's 54-site building program. Scheduled 70 renovation contracts, including 11 buildings that used trade contracting. Responsible for program cost tracking for the $90M bond fund and assisted in establishing program budgets.



Dolores Montenegro, CCM, Assoc. DBIA, LEED GA

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PRIMARY CONTACT

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Associate DBIA, Design Build Institute (DBIA) (AS-1127)

LEED Green Associate, Green Building Certification Institute (GBCI) (10775007)

California OSHA 10-Hour Construction Safety

CPR Certified

Dolores Montenegro is an experienced Project/Program Manager with over 30 years of design and construction management experience. Her experience includes leading teams of public employees and consultant sta while effectively communicating project goals, objectives, and implementi program and project-specific work plans. Dolores is focused on the delive of multi-stakeholder projects, from programming through construction. She is well-versed in many project delivery methods including: CM@Risk, CM, design-bid-build, and design-build.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & I – Project Director
Sixth Dimension provided construction management services to ARUSD for renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Prograr As Project Director, Dolores oversaw the comprehensive construction management services, including project construction oversight, reportir and support; pre-construction support including cost estimating, value engineering, and constructability reviews; strategic construction sequenci and staging; optimization of staging and/or work consolidation; and oth construction management for projects, program planning, and support.

Fremont Unified School District, Thornton Middle School Conversion Fremont, CA – Project Director
Sixth Dimension provides construction management services for this $92M Lease-Leaseback project that consists of demolition of existing buildings, construction of new buildings, and modernization of the remainder of the 123,000 SF campus. As Project Director, Dolores ensures firm-wide resources to complete scheduling, estimating, constructability review, pre-qualification of bidders, coordination of technical inspection and testing, change order management and reporting, and pre-construction, construction, and closeout support.

San Jose State University & City of San Jose, Joint-Use Library, Yout Center, Multi-Purpose Facility, and Arena – Project Manager
As Owner's Representative, responsible for the preparation of project budgets and schedules for the design and construction of a $175M, 485,0(SF San Jose State University & City of San Jose Joint-Use Library (Dr. Ma Luther King, Jr. Library); and for directing the efforts of the architect of rec construction manager, and general contractor teams through successful completion of the project. Similar role and responsibility for the successful delivery of the $8M, 17,300 SF youth center (Alum Rock Youth Center); the $35M, 55,000 SF Multi-Purpose Facility (Mexican Heritage Plaza); and the



Blaze Omidi
CONSTRUCTION MANAGER

ROLE FOR ARUSD

Blaze will be responsible for construction oversight, will work closely with maintenance and operations staff, and communicate and coordinate with school administrators and staff.

EDUCATION
B.S. Business Administration & Information Sciences,
Northwestern Polytechnic University

Blaz Omidi is experienced in providing construction management services for a variety of projects, including educational facilities, office buildings, student housing, and athletic complexes. His experience includes new construction, renovations, and tenant improvements. Blaze's responsibiliti include management of contractors, coordination of architects and engineers, coordination with building occupants, supervision of training, quality control, inspection, scheduling, and contract negotiations. He specializes in small renovation projects and construction in occupied buildings.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & I – Construction Manager
Sixth Dimension provided construction management services to ARUSD for renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Programs. Blaze worked on-site to ensure construction management services ran smoothly, including reporting, and support; pre-construction support including cost estimating, value engineering, and constructability reviews; strategic construction sequencing and staging; optimization of staging and/or work consolidation; and other construction management fo projects, program planning, and support.

Mt. Diablo USD, Concord, CA – Construction Manager
Modernization projects at 17 of the District's schools under the $348M Measure C Bond Measure. Projects included renovation and upgrades to athletic fields, commercial kitchens, and restrooms. District projects also included Proposition 39 energy management system upgrades at 56 schc sites.

Alameda County Office of Education, Restroom Renovation – Construction Manager

Sixth Dimension provided construction management for this $2M project consisting of renovating 13 restrooms to meet current ADA standards and constructing a new reception area. The project is part of a larger master p that also includes HVAC, parking lot improvements, roof repair/replaceme fire alarm and sprinkler upgrades, and interior finishes.

Boise State University, Sawtooth Hall Renovation & Upgrade Project – Construction Manager
$10M in renovations, repairs and upgrades on an occupied campus. Projects included: Freshman Wing – $3.2M demolition, remediation, and repair to 120 student rooms in the Freshman Wing for new, on-campus housing; Elevator Replacement – $2M upgrade and replacement of four



ROLE FOR ARUSD

Seth will be responsible for construction oversight, will work closely with maintenance and operationsstaff, and communicate and coordinate with school administrators and staff.

EDUCATION
Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo, CA

CERTIFICATIONS
Construction Manager in Training (CMIT)

AFFILIATIONS
Federal Aviation Administration (FAA) Certified Remote Pilot

Construction Management Association of America (CMAA)

OSHA 30-Hour Certification

Seth Kalkman, CMIT
CONSTRUCTION MANAGER

Seth Kalkman has 10 years of engineering experience, specializing mostly in scheduling, estimating, and project management. Seth reviews and analyzes plans, specs and project documents for pre-construction efforts, develops cost estimates and CPM schedules, and prepares perm applications, submittals, and RFIs. He also works with crews and project engineers to monitor performance of the team. His experience include drone video/photography and video production/editing, a useful tool whe mapping a project site.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & 'I' Bond Programs – Project Manage
Sixth Dimension provides construction management services to ARUSD renovation projects relating to the District's facilities development under t Measures "J" ($125M) and "I" ($140M) Bond Programs for several of the schools in the District. Seth is the main point of contact for communicati between the school district and the contractors. He tracks costs, schedu and progress in the field. He works with the school district, design team, contractors, and subcontractors to bid out scopes of work and oversee construction of each scope, and performs constructability reviews to provide the best value for taxpayer dollars.

University of North Carolina (UNC), EPIC & PORTAL Buildings – Project Manager
Services for these buildings included construction management and dispu resolution services. Seth's responsibilities included preparation of a basel schedule review using as-built and baseline schedules to determine wher delays occurred. He also performed estimating services, including prepari quantity take-offs and estimating costs.

UNC, Manning Steam Generation Plant – Project Manager
New steam turbine driven chiller plant and electrical generation plant ($67 adjacent to the Manning Drive Steam Plant. Seth assisted the team performing construction management and dispute resolution and analyzin project schedule data for a delay claim.

Clemson University, Lee Hall Renovation – Project Manager
This $25M project included interior renovation and restoration of existing Lee Hall buildings I, II, Tower and new construction of Type 11-B, 55,000 SF, one-story building with a mezzanine. Seth's responsibilities included preparation of earthwork quantity take-offs and cost estimating.

Duke University Medical System & Health Services Master Schedule Project Manager
This project included a series of construction projects for the Duke FDPC. Seth collaborated with the PMs from Duke to create a master schedule th would track 150 construction projects.



ROLE FOR ARUSD

Mike will be responsible for project budgets, reviewing estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analysis, and change order reviews.

EDUCATION
B.S., Quantity Surveying–
FIRST CLASS,
Kingston, UK

Certificate in Performance Coaching, The Coaching Academy, London

TEC & HTEC
Certificates in Building Studies, Luton

MEMBERSHIPS
Chartered member, Royal Institution of Chartered Surveyors

Mike Parkyn, MRICS
SENIOR COST ESTIMATOR

Mike Parkyn's career in the cost management and cost estimating profess spans 30 years. He has worked with owners, architects, construction and program managers, and contractors, with a focus on educational facility projects. He has strong knowledge of current local construction labor and material costs and the ability to identify differences in independent cost estimates in contractor proposals. Mike has served as the Project Manage Senior Estimator for the SFUSD and SMCCCD Bond Programs and has recent and direct experience with school districts managing the estimating processes on multi-campus programs, developing complete cost estimates and estimating scope for change orders independent of the contractor proposal. He has supported the budget development and cost validation process for many school bond programs. These programs require planning phase project budgets, review estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analyses, change order reviews.

RELEVANT EXPERIENCE

Fremont USD, Measure E Bond Program – On-Call Estimator
Managing Estimator who provided on-call cost estimating services on program-wide budget controls for the Measure E $650M bond program, cc estimating at a needs-assessment level for specific campuses and project and reconciliations, buy-out reviews and peer reviews of design team estimates for more than 20 projects.

San Francisco USD, Bond Measure Program-Wide Estimating – Cost Estimating Lead
Mike provided independent, criteria-phase milestone estimates for design phases, together with reconciliation. The combined size of these projects exceeds 250,000 SF with a construction value of over $744M.

Campbell UHSD, Bond Measure AA – Lead Cost Estimator
Mike was the Lead Cost Estimator for this $275M bond measure. He provided a comprehensive estimate for the structural upgrade carried unde Seismic Mitigation Program Phase 4 at Branham High School, Westmont High School, and Prospect High School. Estimates included the full scope of structural and associated architectural work, plus repair/replacement of path of travel sidewalks. He also recently prepared OPSC estimates for SM Phase 2.

San Francisco USD, New Mission Bay School – Managing Estimator
Mike provided criteria documents estimating for SFUSD's new $95M, desig build Mission Bay School—97,000 SF high-rise educational facility: Pre K-5 Elementary School, a High School linked learning hub, and a District Professional Development and Office Space, and included sitework and escalation.



ROLE FOR ARUSD

Mellissa will be responsible for constructability review efforts, education specifications reviews, and value engineering.

EDUCATION
B.S., Career Technical Education; Phi Kappa Phi California State University, Sacramento

A.S., Building Technology Consumnes River College

PUBLICATIONS
Constructability Review: Small Investment, Significant Results, Authored by Mellissa Truitt and Harry Hallenbeck

Web-Based Constructability Review System, White Paper Authored by Mellissa Truitt and Mani Subramanian

Mellissa Truitt
CONSTRUCTABILITY REVIEWER

Mellissa Truitt has 30 years of in-depth construction experience in CA K-12 programming, educational specifications, maintenance, design, and project and construction management. She has represented CA education clients during the design and construction of their major bond programs. Mellissa offers extensive experience in constructability review, estimatir value engineering, facility planning and management, educational progran planning and management, education specifications review, and sole-sou performance-based client review.

RELEVANT EXPERIENCE

West Contra Costa USD, Measures D & R Bond Programs – QA/QC Manager/Project Manager
As QA/QC Manager, Mellissa developed the District's QA Plan and was responsible for review of DSA projects, creating a systematic approach to planning and programming. She was also Project Manager for bond project during design and construction for the $380M Measure D Bond Program an the $575M Measure R Bond Program. Many of WCCUSD projects meet the Collaborative for High Performance Schools (CHPS) standards and include both new and modernization projects.

Eastside UHSD, Measure E Bond Program – Project Manager
The $349M Measure E Bond Program included 11 high schools, five alternative education facilities, five charter school facilities, and two adult education campuses. Projects included new construction and modernizatio projects.

Oakland USD, Measure B Bond Program – Project Manager
This $500M bond program included new classroom buildings, moderniza projects, multi-purpose gymnasiums, kitchen renovations, child developm centers, and health and wellness centers.

Sacramento City USD – Associate Superintendent, Maintenance & Operations
Mellissa served as Associate Superintendent, Maintenance & Operations, a Acting Chief of Operations, responsible for the overall management of the following department functions: Facilities & Maintenance, Planning & Construction, Custodial Operations, Energy Management, Nutrition Service Transportation, and Security.

CA DGS Constructability/Peer Review Services, Northern Region & Bay Area Region, CA – Project Manager/Constructability Reviewer
Two $5M on-call contracts to provide constructability/peer review services. Projects include additions and renovations, and scope includes project desi documents and construction processes prior to bidding and construct



B

FEE PROPOSAL/STAFFING PLAN

SixthDimension

ALUM ROCK UNION SCHOOL DISTRICT - FEE PROPOSAL / STAFFING PLAN

RFP No. 2223-Bonds29 - PLAY STRUCTURES, OUTDOOR CLASSROOM & SIGNS

Schedule Activity	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			
Bid Package Development															
Procurement															
Construction															
Position	**Jan-23**	**Feb-23**	**Mar-23**	**Apr-23**	**May-23**	**Jun-23**	**Jul-23**	**Aug-23**	**Sep-23**	**Oct-23**	**Nov-23**	**Dec-23**	**Total Hours**	**Rate**	**Total**
Principal -in-Charge	0	0	8	8	0	0	0	0	0	0	0	0	16	$225	$3,600
Project Director	0	0	16	16	16	8	8	8	8	0	0	0	80	$225	$18,000
Construction Manager	0	0	80	80	80	80	80	80	40	0	0	0	520	$184	$95,680
Estimating	0	0	50	0	0	0	0	0	0	0	0	0	50	$189	$9,450
Constructability Review	0	0	50	0	0	0	0	0	0	0	0	0	50	$179	$8,950
Estimating (Construction)	0	0	0	0	0	2	2	2	0	0	0	0	6	$189	$1,134
Reimbursables	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0
Total	**$0**	**$0**	**$38,520**	**$20,120**	**$18,320**	**$16,898**	**$16,898**	**$16,898**	**$9,160**	**$0**	**$0**	**$0**	**$722**		**$136,814**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Approve SixthDimension for Construction Management Services for Portable Classrooms at Adelante I and Aptitud.**

Staff Analysis: Adelante Dual Language Academy – Adelante I – Install portable classroom at location instructed by the District with connection of utilities. The install is anticipated Summer 2023. Aptitud TK-8 School – Install portable classroom at location instructed by the District with connection of utilities. The install is anticipated Summer 2023.

Item	Amount
CM Services Fee Proposal	$129,534.00

Recommendation: Staff recommend the Board of Trustees approve the proposal provided by SixthDimension for CM services for portable classrooms at Adelante I and Aptitud in the amount not to exceed $129,534.00.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommended Approval

6.05
Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FEBRUARY 22, 2023

TRUST • VALUE • RESULTS







SixthDimension

RESPONSE TO REQUEST FOR PROPOSALS

in Response to Alum Rock Union Elementary School District for Construction Management Services for Construction of Portable Classrooms (RFP No. 2223-Bonds28)

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APPENDICES B – FEE PROPOSAL.....

Sixth Dimension provides comprehensive K-12 program, project, and construction management services in an exceptional manner, based on decades of experience in managing large, complex programs and projects with consistent results and significant value.

T R U S T · V A L U E · R E S U L T S



TAB 1.

COVER LETTER

TAB 1. COVER LETTER

February 22, 2023

Mr. Kolvira Chheng,
Assistant Superintendent of Business Services
Alum Rock USD,
2930 Gay Avenue, San Jose, CA 95127

Re: Request for Proposal for Construction Management Services
No. 2223-Bonds28 – Portable Classrooms

Dear Mr. Chheng,

Sixth Dimension has appreciated the opportunity to work with the District on your Measure I & J 2022 Summer Projects and is pleased to submit this Proposal for Construction Management Services for Portable Classrooms at Adelante Dual Language Academy – Adelante I and Aptitud TK-8 School.

Having recently completed several projects at various schools on behalf of the District, we feel uniquely qualified to meet your needs. We plan to utilize the same team of individuals that successfully delivered the District 2022 summer projects.

We are available, committed, and ready to begin working with a minimal learning curve. Our understanding of the District goals, priorities, and systems will allow us to get started quickly. Our team is committed to ensuring the continued success of the District's Program.

If you have any questions, or need additional information, please don't hesitate to call me at 925-408-1593, or email karl.schultz@sixthdimensionpm.com. I am authorized to speak for the firm during the evaluation process.



Karl Schultz, CCM, LEED AP
Vice President, Sixth Dimension



TAB

2.

APPROACH

TAB 2. APPROACH

Our Sixth Dimension team plans to hit the ground running with the Portable Classroom Projects. We understand the scope of work related to portable classroom projects at California K-12 schools that typically not only includes the classroom itself, but also power, fire alarm, data, communications, accessible path of travel, etc. We would like to discuss the anticipated scope in detail with District's Program Management Team.

BID PACKAGE DEVELOPMENT

Having worked with the District last summer, we believe that we can work together with the Cummings Program Management Team to efficiently put the Portable Classroom Projects out to bid. We would like to discuss the advantages and disadvantages of packaging all of thetwo projects together or bidding each school separately. There are advantages and disadvantages of each approach.

ESTIMATING

We plan to utilize Saylor consulting to perform estimates of the bid packages in order to verify that the projects are within budget and also to better minimize the potential for surprises on bid day. We will work closely with the architect to reconcile our detailed estimate with their estimate and to also explore Value Engineering options during the process.

CONSTRUCTABILTY REVIEW

Sixth Dimension was selected by the State of California to provide constructability review for the California Department of General Services. We have developed an excellent reputation for performing first in class constructability reviews for our clients. These reviews and our approach to work with the Architect to verify resolution of constructability review conflicts has paid dividends to our clients and ensures that construction goes much more efficiently.

PROCUREMENT

Having worked with the District in the past, we understand the District's processes and procedures which will enable our team along with the Cumming to efficiently bid these Portable Classroom Projects. We have developed a marketing database of perspective contractors and will work to market the projects so that the District receives as many bids as possible from qualitied contractors. We will then be your trusted partner through the entire process culminating with approval of the contract(s) by the Board of Education.

CONSTRUCTION

Our plan for the Portable Classroom Projects includes creating bid documents that include the work necessary to occupy the buildings for the start of School in August 2023.

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Associate DBIA, Design Build Institute (DBIA) (AS-1127)

LEED Green Associate, Green Building Certification Institute (GBCI) (10775007)

California OSHA 10-Hour Construction Safety

CPR Certified

Dolores Montenegro, CCM, Assoc. DBIA, LEED GA

PROJECT DIRECTOR

Dolores Montenegro is an experienced Project/Program Manager with over 30 years of design and construction management experience. Her experience includes leading teams of public employees and consultant sta while effectively communicating project goals, objectives, and implementi program and project-specific work plans. Dolores is focused on the delive of multi-stakeholder projects, from programming through construction. She is well-versed in many project delivery methods including: CM@Risk, CM, design-bid-build, and design-build.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & I – Project Director
Sixth Dimension provided construction management services to ARUSD for renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Prograr As Project Director, Dolores oversaw the comprehensive construction management services, including project construction oversight, reportir and support; pre-construction support including cost estimating, value engineering, and constructability reviews; strategic construction sequenci and staging; optimization of staging and/or work consolidation; and othe construction management for projects, program planning, and support.

Fremont Unified School District, Thornton Middle School Conversion Fremont, CA – Project Director
Sixth Dimension provides construction management services for this $92M Lease-Leaseback project that consists of demolition of existing buildings, construction of new buildings, and modernization of the remainder of the 123,000 SF campus. As Project Director, Dolores ensures firm-wide resources to complete scheduling, estimating, constructability review, pre-qualification of bidders, coordination of technical inspection and testing, change order management and reporting, and pre-construction, construction, and closeout support.

San Jose State University & City of San Jose, Joint-Use Library, Yout Center, Multi-Purpose Facility, and Arena – Project Manager
As Owner's Representative, responsible for the preparation of project budgets and schedules for the design and construction of a $175M, 485,0(SF San Jose State University & City of San Jose Joint-Use Library (Dr. Mai Luther King, Jr. Library); and for directing the efforts of the architect of rec(construction manager, and general contractor teams through successful completion of the project. Similar role and responsibility for the successful delivery of the $8M, 17,300 SF youth center (Alum Rock Youth Center); the $35M, 55,000 SF Multi-Purpose Facility (Mexican Heritage Plaza); and the



ROLE FOR ARUSD

Blaze will be responsible for construction oversight, will work closely with maintenance and operations staff, and communicate and coordinate with school administrators and staff.

EDUCATION
B.S. Business Administration & Information Sciences,
Northwestern Polytechnic University

Blaze Omidi
CONSTRUCTION MANAGER

Blaz Omidi is experienced in providing construction management services for a variety of projects, including educational facilities, office buildings, student housing, and athletic complexes. His experience includes new construction, renovations, and tenant improvements. Blaze's responsibiliti include management of contractors, coordination of architects and engineers, coordination with building occupants, supervision of training, quality control, inspection, scheduling, and contract negotiations. He specializes in small renovation projects and construction in occupied buildings.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & I – Construction Manager
Sixth Dimension provided construction management services to ARUSD for renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Programs. Blaze worked on-site to ensure construction management services ran smoothly, including reporting, and support; pre-construction support including cost estimating, value engineering, and constructability reviews; strategic construction sequencing and staging; optimization of staging and/or work consolidation; and other construction management fo projects, program planning, and support.

Mt. Diablo USD, Concord, CA – Construction Manager
Modernization projects at 17 of the District's schools under the $348M Measure C Bond Measure. Projects included renovation and upgrades to athletic fields, commercial kitchens, and restrooms. District projects also included Proposition 39 energy management system upgrades at 56 schc sites.

Alameda County Office of Education, Restroom Renovation – Construction Manager

Sixth Dimension provided construction management for this $2M project consisting of renovating 13 restrooms to meet current ADA standards and constructing a new reception area. The project is part of a larger master p that also includes HVAC, parking lot improvements, roof repair/replaceme fire alarm and sprinkler upgrades, and interior finishes.

Boise State University, Sawtooth Hall Renovation & Upgrade Project – Construction Manager
$10M in renovations, repairs and upgrades on an occupied campus. Projects included: Freshman Wing – $3.2M demolition, remediation, and repair to 120 student rooms in the Freshman Wing for new, on-campus housing; Elevator Replacement – $2M upgrade and replacement of four



ROLE FOR ARUSD

Seth will be responsible for construction oversight, will work closely with maintenance and operations staff, and communicate and coordinate with school administrators and staff.

EDUCATION
Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo, CA

CERTIFICATIONS
Construction Manager in Training (CMIT)

AFFILIATIONS
Federal Aviation Administration (FAA) Certified Remote Pilot

Construction Management Association of America (CMAA)

OSHA 30-Hour Certification

Seth Kalkman, CMIT
CONSTRUCTION MANAGER

Seth Kalkman has 10 years of engineering experience, specializing mostly in scheduling, estimating, and project management. Seth reviews and analyzes plans, specs and project documents for pre-construction efforts, develops cost estimates and CPM schedules, and prepares perm applications, submittals, and RFIs. He also works with crews and project engineers to monitor performance of the team. His experience include drone video/photography and video production/editing, a useful tool whe mapping a project site.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & 'I' Bond Programs – Project Manage
Sixth Dimension provides construction management services to ARUSD renovation projects relating to the District's facilities development under t Measures "J" ($125M) and "I" ($140M) Bond Programs for several of the schools in the District. Seth is the main point of contact for communicati between the school district and the contractors. He tracks costs, schedu and progress in the field. He works with the school district, design team, contractors, and subcontractors to bid out scopes of work and oversee construction of each scope, and performs constructability reviews to provide the best value for taxpayer dollars.

University of North Carolina (UNC), EPIC & PORTAL Buildings – Project Manager
Services for these buildings included construction management and dispu resolution services. Seth's responsibilities included preparation of a basel schedule review using as-built and baseline schedules to determine wher delays occurred. He also performed estimating services, including prepari quantity take-offs and estimating costs.

UNC, Manning Steam Generation Plant – Project Manager
New steam turbine driven chiller plant and electrical generation plant ($67 adjacent to the Manning Drive Steam Plant. Seth assisted the team performing construction management and dispute resolution and analyzin project schedule data for a delay claim.

Clemson University, Lee Hall Renovation – Project Manager
This $25M project included interior renovation and restoration of existing Lee Hall buildings I, II, Tower and new construction of Type 11-B, 55,000 SF, one-story building with a mezzanine. Seth's responsibilities included preparation of earthwork quantity take-offs and cost estimating.

Duke University Medical System & Health Services Master Schedule Project Manager
This project included a series of construction projects for the Duke FDPC. Seth collaborated with the PMs from Duke to create a master schedule th would track 150 construction projects.



ROLE FOR ARUSD

Mike will be responsible for project budgets, reviewing estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analysis, and change order reviews.

EDUCATION
B.S., Quantity Surveying–
FIRST CLASS,
Kingston, UK

Certificate in Performance Coaching, The Coaching Academy, London

TEC & HTEC
Certificates in Building Studies, Luton

MEMBERSHIPS
Chartered member, Royal Institution of Chartered Surveyors

Mike Parkyn, MRICS
SENIOR COST ESTIMATOR

Mike Parkyn's career in the cost management and cost estimating profess spans 30 years. He has worked with owners, architects, construction and program managers, and contractors, with a focus on educational facility projects. He has strong knowledge of current local construction labor and material costs and the ability to identify differences in independent cost estimates in contractor proposals. Mike has served as the Project Manage Senior Estimator for the SFUSD and SMCCCD Bond Programs and has recent and direct experience with school districts managing the estimating processes on multi-campus programs, developing complete cost estimates and estimating scope for change orders independent of the contractor proposal. He has supported the budget development and cost validation process for many school bond programs. These programs require planning phase project budgets, review estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analyses, change order reviews.

RELEVANT EXPERIENCE

Fremont USD, Measure E Bond Program – On-Call Estimator
Managing Estimator who provided on-call cost estimating services on program-wide budget controls for the Measure E $650M bond program, cc estimating at a needs-assessment level for specific campuses and project and reconciliations, buy-out reviews and peer reviews of design team estimates for more than 20 projects.

San Francisco USD, Bond Measure Program-Wide Estimating – Cost Estimating Lead
Mike provided independent, criteria-phase milestone estimates for design phases, together with reconciliation. The combined size of these projects exceeds 250,000 SF with a construction value of over $744M.

Campbell UHSD, Bond Measure AA – Lead Cost Estimator
Mike was the Lead Cost Estimator for this $275M bond measure. He provided a comprehensive estimate for the structural upgrade carried unde Seismic Mitigation Program Phase 4 at Branham High School, Westmont High School, and Prospect High School. Estimates included the full scope of structural and associated architectural work, plus repair/replacement of path of travel sidewalks. He also recently prepared OPSC estimates for SI Phase 2.

San Francisco USD, New Mission Bay School – Managing Estimator
Mike provided criteria documents estimating for SFUSD's new $95M, desig build Mission Bay School—97,000 SF high-rise educational facility: Pre K-5 Elementary School, a High School linked learning hub, and a District Professional Development and Office Space, and included sitework and escalation.



ROLE FOR ARUSD

Mellissa will be responsible for constructability review efforts, education specifications reviews, and value engineering.

EDUCATION
B.S., Career Technical Education; Phi Kappa Phi California State University, Sacramento

A.S., Building Technology Consumnes River College

PUBLICATIONS
Constructability Review: Small Investment, Significant Results, Authored by Mellissa Truitt and Harry Hallenbeck

Web-Based Constructability Review System, White Paper Authored by Mellissa Truitt and Mani Subramanian

Mellissa Truitt
CONSTRUCTABILITY REVIEWER

Mellissa Truitt has 30 years of in-depth construction experience in CA K-12 programming, educational specifications, maintenance, design, and project and construction management. She has represented CA education clients during the design and construction of their major bond programs. Mellissa offers extensive experience in constructability review, estimatir value engineering, facility planning and management, educational progran planning and management, education specifications review, and sole-sou performance-based client review.

RELEVANT EXPERIENCE

West Contra Costa USD, Measures D & R Bond Programs – QA/QC Manager/Project Manager
As QA/QC Manager, Mellissa developed the District's QA Plan and was responsible for review of DSA projects, creating a systematic approach to planning and programming. She was also Project Manager for bond project during design and construction for the $380M Measure D Bond Program an the $575M Measure R Bond Program. Many of WCCUSD projects meet the Collaborative for High Performance Schools (CHPS) standards and include both new and modernization projects.

Eastside UHSD, Measure E Bond Program – Project Manager
The $349M Measure E Bond Program included 11 high schools, five alternative education facilities, five charter school facilities, and two adult education campuses. Projects included new construction and modernizatio projects.

Oakland USD, Measure B Bond Program – Project Manager
This $500M bond program included new classroom buildings, moderniza projects, multi-purpose gymnasiums, kitchen renovations, child developm centers, and health and wellness centers.

Sacramento City USD – Associate Superintendent, Maintenance & Operations
Mellissa served as Associate Superintendent, Maintenance & Operations, a Acting Chief of Operations, responsible for the overall management of the following department functions: Facilities & Maintenance, Planning & Construction, Custodial Operations, Energy Management, Nutrition Service Transportation, and Security.

CA DGS Constructability/Peer Review Services, Northern Region & Bay Area Region, CA – Project Manager/Constructability Reviewer
Two $5M on-call contracts to provide constructability/peer review services. Projects include additions and renovations, and scope includes project desi documents and construction processes prior to bidding and construct



B

FEE PROPOSAL/STAFFING PLAN

SixthDimension

ALUM ROCK UNION SCHOOL DISTRICT - FEE PROPOSAL / STAFFING PLAN

RFP No. 2223-Bonds - PORTABLE CLASSROOMS

Schedule Activity	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	
Bid Package Development													
Procurement													
Construction Phase 1 (Condenser Pads/Enclosures)													
Construction Phase 2 (HVAC/Roofing/ADA/Interiors)													

Position	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Hours	Rate	Total
Principal -in-Charge	0	0	8	8	0	0	0	0	0	0	0	0	16	$225	$3,600
Project Director	0	0	16	8	8	8	8	8	8	0	0	0	64	$225	$14,400
Construction Manager	0	0	80	80	80	80	80	80	40	0	0	0	520	$184	$95,680
Estimating	0	0	40	0	0	0	0	0	0	0	0	0	40	$189	$7,560
Constructability Review	0	0	40	0	0	0	0	0	0	0	0	0	40	$179	$7,160
Estimating (Construction)	0	0	0	0	0	2	2	2	0	0	0	0	6	$189	$1,134
Reimbursables	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0
Total	**$0**	**$0**	**$34,840**	**$18,320**	**$16,520**	**$16,898**	**$16,898**	**$16,898**	**$9,160**	**$0**	**$0**	**$0**	**$686**		**$129,534**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Approve SixthDimension for Construction Management Services for HVAC Upgrades at Adelante II, Russo/McEntee and McCollam.**

Staff Analysis: Adelante II – Provide ADA improvements, reroofing, interior upgrades, low voltage infrastructure & HVAC improvements to multiple buildings. Material procurement and misc. work to be conducted spring/summer 2023 with majority of work expected for summer of 2024. Russo/McEntee – Provide ADA improvements, reroofing, interior upgrades, low voltage infrastructure & HVAC improvements to multiple buildings. Material procurement and misc. work to be conducted spring/summer 2023 with majority of work expected for summer of 2024. McCollam – Provide ADA improvements, interior upgrades, low voltage infrastructure & HVAC improvements to multiple buildings. Material procurement and misc. work to be conducted spring/summer 2023 with majority of work expected for summer of 2024.

Item	Amount
CM Services Fee Proposal	$416,852.00

Recommendation: Staff recommend the Board of Trustees approve the proposal provided by SixthDimension for CM services for HVAC upgrades at Adelante II, Russo/McEntee and McCollam in the amount not to exceed $416,852.00.

Submitted by: Kolvira Chheng K Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

6.06
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FEBRUARY 22, 2023

TRUST • VALUE • RESULTS







SixthDimension

RESPONSE TO REQUEST FOR PROPOSALS

in Response to Alum Rock Union Elementary School District for Construction Management Services for Construction Projects of HVAC Upgrades (RFP No. 2223-Bonds30)

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APPENDICES B – FEE PROPOSAL.....

Sixth Dimension provides comprehensive K-12 program, project, and construction management services in an exceptional manner, based on decades of experience in managing large, complex programs and projects with consistent results and significant value.

T R U S T · V A L U E · R E S U L T S



TAB 1.

COVER LETTER

TAB 1. COVER LETTER

February 22, 2023

Mr. Kolvira Chheng,
Assistant Superintendent of Business Services
Alum Rock USD,
2930 Gay Avenue, San Jose, CA 95127

Re: Request for Proposal for Construction Management Services
No. 2223-Bonds30 - HVAC

Dear Mr. Chheng,

Sixth Dimension has appreciated the opportunity to work with the District on your Measure I & J 2022 Summer Projects and is pleased to submit this Proposal for Construction Management Services for HVAC projects at Adelente II, Russo / McEntee and McCollam.

Having recently completed several projects at various schools on behalf of the District, we feel uniquely qualified to meet your needs. We plan to utilize the same team of individuals that successfully delivered the District 2022 summer projects.

We are available, committed, and ready to begin working with a minimal learning curve. Our understanding of the District goals, priorities, and systems will allow us to get started quickly. Our team is committed to ensuring the continued success of the District's Program.

If you have any questions, or need additional information, please don't hesitate to call me at 925-408-1593, or email karl.schultz@sixthdimensionpm.com. I am authorized to speak for the firm during the evaluation process.

Karl Schultz, CCM, LEED AP
Vice President, Sixth Dimension



TAB

2.

APPROACH

TAB 2. APPROACH

Our Sixth Dimension team plans to hit the ground running with the HVAC Projects. We have reviewed the scope of work included in the provided Studio W Drawings and believe that in order to maximize the utilization of management resources, there may be opportunities to get some work completed summer of 2023 in preparation of the significant work at the three schools summer 2024 We would like to discuss this approach in detail with District's Program Management Team.

BID PACKAGE DEVELOPMENT

Having worked with the District last summer, we believe that we can work together with the Cummings Program Management Team to efficiently put the projects out to bid. We would like to discuss the advantages and disadvantages of packaging all of the three projects together or bidding each school separately. There are advantages and disadvantages of each approach.

ESTIMATING

We plan to utilize Saylor consulting to perform estimates of the bid packages in order to verify that the projects are within budget and also to better minimize the potential for surprises on bid day. We will work closely with Studio W to reconcile our detailed estimate with their estimate and to also explore Value Engineering options during the process.

CONSTRUCTABILTY REVIEW

Sixth Dimension was selected by the State of California to provide constructability review for the California Department of General Services. We have developed an excellent reputation for performing first in class constructability reviews for our clients. These reviews and our approach to work with the Architect to verify resolution of constructability review conflicts has paid dividends to our clients and ensures that construction goes much more efficiently.

PROCUREMENT

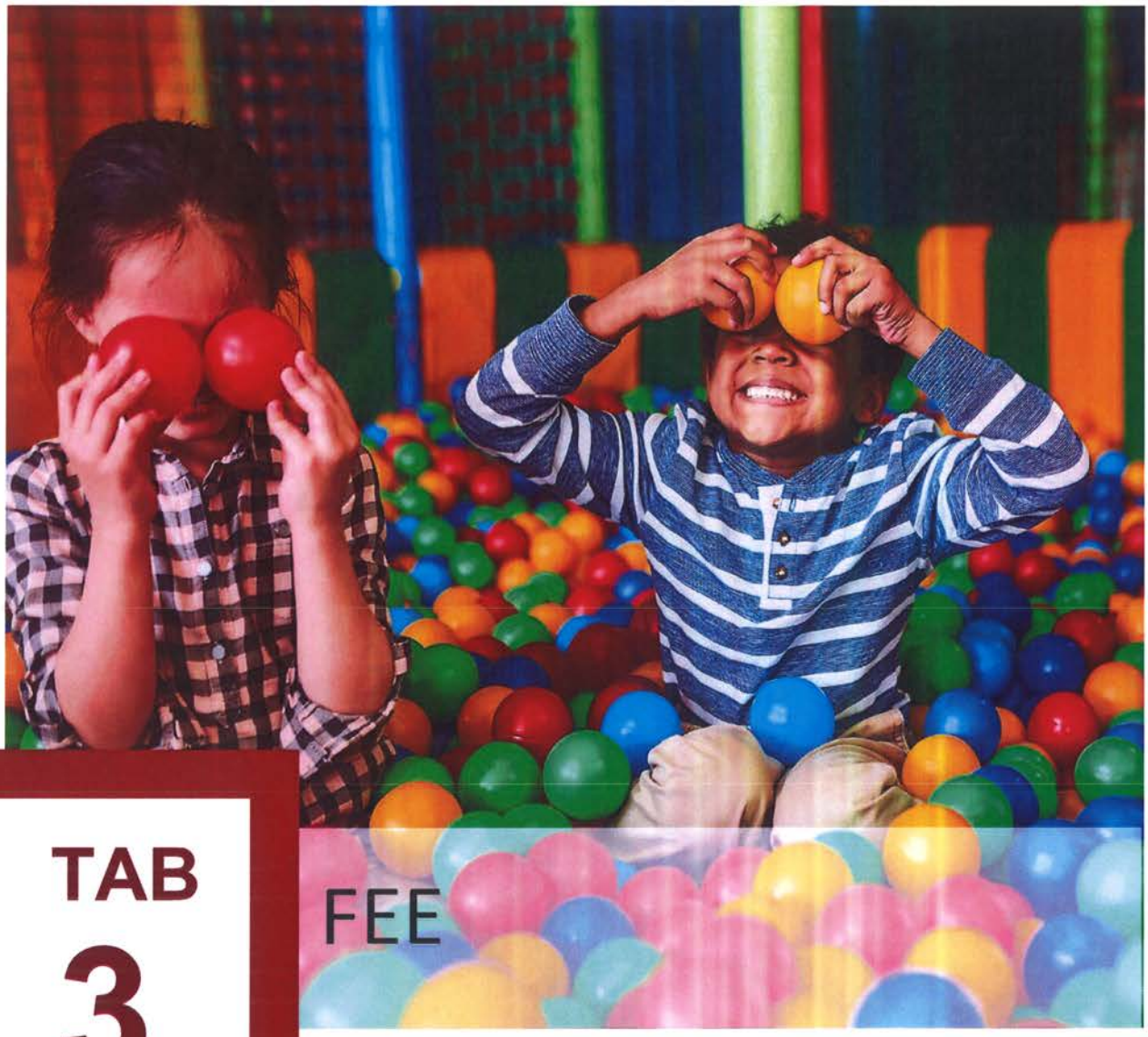
Having worked with the District in the past, we understand the District's processes and procedures which will enable our team along with the Cumming to efficiently bid these HVAC projects. We have developed a marketing database of perspective contractors and will work to market the projects so that the District receives as many bids as possible from qualitied contractors. We will then be your trusted partner through the entire process culminating with approval of the contract(s) by the Board of Education.

CONSTRUCTION

Our initial plan for the construction of the HVAC projects includes creating bid documents that include critical milestones to ensure that the significant construction is successfully delivered during the summer of 2024. The summer of 2023 will include working with the contractor to expedite the submittal process so that all long lead equipment including HVAC units, fire alarm components, etc. are procured early and are available prior to summer 2024. In addition, we believe that there may be some work that could be accomplished this summer to help reduce the magnitude of work that will be performed in 2024. This 2023 work my include the exterior mechanical equipment pads and enclosures and potentially some of the more minor restroom upgrades.

CLOSE-OUT

Our Sixth Dimension team starts our projects with the end in mind. Our team believes that close-out starts at the beginning of every project which enables us to efficiently close out the projects when complete. This was demonstrated with our summer 2022 projects. Our team plans to utilize the same approach with the HVAC projects.



TAB 3.

FEE

TAB 3. FEES

BILLING PRACTICES/ STAFFING PLAN

Sixth Dimension is flexible on the approach for developing our price proposal for construction management services. Part of this discussion includes the volume of work and potential for discounted fees. The fee is a combination of the specific resources needed for the projects and the time that these resources will be utilized.

We typically work with you to better understand your project-specific assignments, develop a preliminary schedule, then create a staffing plan that articulates the detailed methodology for the fee. Our approach is to create a collaborative and transparent process for development of the fee. Once we have agreed on a total fee, we would propose that we bill for our services on a time and materials basis, so Alum Rock USD only pays for the services needed. However, some of our clients request that we bill percent complete, which is also acceptable to Sixth Dimension.

There is an opportunity to bring an economy to the District by utilizing the same team across multiple contracts (i.e., portables, HVAC and playgrounds). We would like to discuss the potential discounted fees that packaging CM services can bring the District which ultimately puts more bond dollars into the projects themselves.

Our comprehensive fee proposal and staffing plan is included in Appendix B.

SIXTH DIMENSION FEE SCHEDULE*

Title	2023
Principal-in-Charge	$225
Project Director/CM Team Lead	$225
Deputy Director	$219
Senior Project Manager	$194
Senior Construction Manager	$194
Project Manager	$184
Construction Manager	$184
Cost Estimating Manager	$198
Senior Cost Estimator	$189
Senior Constructability Reviewer	$199
Constructability Reviewer	$179
Senior Scheduler	$189
Scheduling Manager	$184
Project Controls Manager	$194
Senior Quality Control Manager	$184
Safety Manager	$179
Quality Control Manager	$179
Senior Project Engineer	$153
Project Engineer	$133
Intern	$97
Administrator	$107

* *The rates contained herein are based on 2023 calendar year rates. A 3% escalation shall be added to each calendar year. In addition, Sixth Dimension will add 5% to subconsultant invoices and reimbursable costs to cover the administration costs.*



A RESUMES



ROLE FOR ARUSD

Karl will provide executive-level support, ensuring resources are available to Sixth Dimension staff when needed.

EDUCATION
Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS
Certified Construction Manager #1333 (Exp. 11/2021) – Construction Management Association of America

Leadership in Energy and Environmental Design, Accredited Professional

CA General Contractor #1071511 (Exp. 12/31/2022)

Karl Schultz, CCM, GC, LEED AP

PRINCIPAL-IN-CHARGE

Karl Schultz has nearly 30 years of experience in the construction services industry with experience in master planning, management, project management, construction management, and project controls. He has particular expertise in managing large, complex programs for K-12 programs and projects that include modernization, renovation, and new construction. Karl is involved in program management and control systems, community involvement, and regulatory agency review. Having served as Project Directo Program Manager, PM, and CM, he is experienced in all project phases.

RELEVANT EXPERIENCE

Alum Rock Union School District, Measures J & I – Principal-in-Charg
Sixth Dimension provided construction management services to ARUSD fc renovation projects relating to the District's facilities development of its public schools under Measures "J" ($125M) and "I" ($140M) Bond Program As Principal-in-Charge, Karl provided executive-level support, ensuring resources were available to Sixth Dimension staff when needed.

Fremont Unified School District, Measure E Bond Modernization, Thornton Middle School Conversion – Project Director
$92M Middle School Conversion of modernization and new construction at the existing Thornton campus. Responsible for Pre-Construction Services and oversight of the construction management services.

Fremont USD, Measure E Bond Modernization Program – Principal-in-Charge
Responsible for leading the $650M Measure E Bond Modernization Program Projects include complete replacement of schools along with additions and renovations of existing school campuses.

Tamalpais Union High School District, Measure A Modernization Program – Project Director
$138M modernization program. Responsible for modernization of existing high school facilities. Program consisted of three high school campuses, tw alternative high schools, corporation yard, and district office. This 10-yea program was compressed into five to maximize available funds.

Mount Diablo Unified School District, Concord – Project Manager/Construction Manager
$250M program for multiple projects in MDUSD's 54-site building program. Scheduled 70 renovation contracts, including 11 buildings that used trade contracting. Responsible for program cost tracking for the $90M bond fund and assisted in establishing program budgets.



Dolores Montenegro, CCM, Assoc. DBIA, LEED GA

PROJECT DIRECTOR

PRIMARY CONTACT

ROLE FOR ARUSD

Dolores will be the primary contact for the District, and be responsible for effectively communicating project goals, objectives, and implementing project-specific work plans.

EDUCATION
Civil Engineering, Santa Clara University

CERTIFICATIONS
Certified Construction Manager (CMCI 2625)

Associate DBIA, Design Build Institute (DBIA) (AS-1127)

LEED Green Associate, Green Building Certification Institute (GBCI) (10775007)

California OSHA 10-Hour Construction Safety

CPR Certified

Dolores Montenegro is an experienced Project/Program Manager with over 30 years of design and construction management experience. Her experience includes leading teams of public employees and consultant sta while effectively communicating project goals, objectives, and implementi program and project-specific work plans. Dolores is focused on the delive of multi-stakeholder projects, from programming through construction. She is well-versed in many project delivery methods including: CM@Risk, CM, design-bid-build, and design-build.

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Blaze Omidi
CONSTRUCTION MANAGER

ROLE FOR ARUSD

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EDUCATION
B.S. Business Administration & Information Sciences,
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Boise State University, Sawtooth Hall Renovation & Upgrade Project – Construction Manager
$10M in renovations, repairs and upgrades on an occupied campus. Projects included: Freshman Wing – $3.2M demolition, remediation, and repair to 120 student rooms in the Freshman Wing for new, on-campus housing; Elevator Replacement – $2M upgrade and replacement of four



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CERTIFICATIONS
Construction Manager in Training (CMIT)

AFFILIATIONS
Federal Aviation Administration (FAA) Certified Remote Pilot

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OSHA 30-Hour Certification

Seth Kalkman, CMIT
CONSTRUCTION MANAGER

Seth Kalkman has 10 years of engineering experience, specializing mostly in scheduling, estimating, and project management. Seth reviews and analyzes plans, specs and project documents for pre-construction efforts, develops cost estimates and CPM schedules, and prepares perm applications, submittals, and RFIs. He also works with crews and projec engineers to monitor performance of the team. His experience include drone video/photography and video production/editing, a useful tool whe mapping a project site.

RELEVANT EXPERIENCE

Alum Rock USD, Measures J & 'I' Bond Programs – Project Manage
Sixth Dimension provides construction management services to ARUSD renovation projects relating to the District's facilities development under t Measures "J" ($125M) and "I" ($140M) Bond Programs for several of the schools in the District. Seth is the main point of contact for communicati between the school district and the contractors. He tracks costs, schedu and progress in the field. He works with the school district, design team, contractors, and subcontractors to bid out scopes of work and oversee construction of each scope, and performs constructability reviews to provide the best value for taxpayer dollars.

University of North Carolina (UNC), EPIC & PORTAL Buildings – Project Manager
Services for these buildings included construction management and dispu resolution services. Seth's responsibilities included preparation of a basel schedule review using as-built and baseline schedules to determine wher delays occurred. He also performed estimating services, including prepari quantity take-offs and estimating costs.

UNC, Manning Steam Generation Plant – Project Manager
New steam turbine driven chiller plant and electrical generation plant ($67 adjacent to the Manning Drive Steam Plant. Seth assisted the team performing construction management and dispute resolution and analyzin project schedule data for a delay claim.

Clemson University, Lee Hall Renovation – Project Manager
This $25M project included interior renovation and restoration of existing Lee Hall buildings I, II, Tower and new construction of Type 11-B, 55,000 SF, one-story building with a mezzanine. Seth's responsibilities included preparation of earthwork quantity take-offs and cost estimating.

Duke University Medical System & Health Services Master Schedule Project Manager
This project included a series of construction projects for the Duke FDPC. Seth collaborated with the PMs from Duke to create a master schedule th would track 150 construction projects.



ROLE FOR ARUSD

Mike will be responsible for project budgets, reviewing estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analysis, and change order reviews.

EDUCATION
B.S., Quantity Surveying–
FIRST CLASS,
Kingston, UK

Certificate in Performance Coaching, The Coaching Academy, London

TEC & HTEC
Certificates in Building Studies, Luton

MEMBERSHIPS
Chartered member, Royal Institution of Chartered Surveyors

Mike Parkyn, MRICS
SENIOR COST ESTIMATOR

Mike Parkyn's career in the cost management and cost estimating profess spans 30 years. He has worked with owners, architects, construction and program managers, and contractors, with a focus on educational facility projects. He has strong knowledge of current local construction labor and material costs and the ability to identify differences in independent cost estimates in contractor proposals. Mike has served as the Project Manage Senior Estimator for the SFUSD and SMCCCD Bond Programs and has recent and direct experience with school districts managing the estimating processes on multi-campus programs, developing complete cost estimates and estimating scope for change orders independent of the contractor proposal. He has supported the budget development and cost validation process for many school bond programs. These programs require planning phase project budgets, review estimates, design phase estimating, value engineering, bid evaluations, special cost reports, cost-benefit analyses, change order reviews.

RELEVANT EXPERIENCE

Fremont USD, Measure E Bond Program – On-Call Estimator
Managing Estimator who provided on-call cost estimating services on program-wide budget controls for the Measure E $650M bond program, cc estimating at a needs-assessment level for specific campuses and project and reconciliations, buy-out reviews and peer reviews of design team estimates for more than 20 projects.

San Francisco USD, Bond Measure Program-Wide Estimating – Cost Estimating Lead
Mike provided independent, criteria-phase milestone estimates for design phases, together with reconciliation. The combined size of these projects exceeds 250,000 SF with a construction value of over $744M.

Campbell UHSD, Bond Measure AA – Lead Cost Estimator
Mike was the Lead Cost Estimator for this $275M bond measure. He provided a comprehensive estimate for the structural upgrade carried unde Seismic Mitigation Program Phase 4 at Branham High School, Westmont High School, and Prospect High School. Estimates included the full scope of structural and associated architectural work, plus repair/replacement of path of travel sidewalks. He also recently prepared OPSC estimates for SM Phase 2.

San Francisco USD, New Mission Bay School – Managing Estimator
Mike provided criteria documents estimating for SFUSD's new $95M, desig build Mission Bay School—97,000 SF high-rise educational facility: Pre K-5 Elementary School, a High School linked learning hub, and a District Professional Development and Office Space, and included sitework and escalation.



ROLE FOR ARUSD

Mellissa will be responsible for constructability review efforts, education specifications reviews, and value engineering.

EDUCATION
B.S., Career Technical Education; Phi Kappa Phi California State University, Sacramento

A.S., Building Technology Consumnes River College

PUBLICATIONS
Constructability Review: Small Investment, Significant Results, Authored by Mellissa Truitt and Harry Hallenbeck

Web-Based Constructability Review System, White Paper Authored by Mellissa Truitt and Mani Subramanian

Mellissa Truitt
CONSTRUCTABILITY REVIEWER

Mellissa Truitt has 30 years of in-depth construction experience in CA K-12 programming, educational specifications, maintenance, design, and project and construction management. She has represented CA education clients during the design and construction of their major bond programs. Mellissa offers extensive experience in constructability review, estimatir value engineering, facility planning and management, educational progran planning and management, education specifications review, and sole-sou performance-based client review.

RELEVANT EXPERIENCE

West Contra Costa USD, Measures D & R Bond Programs – QA/QC Manager/Project Manager
As QA/QC Manager, Mellissa developed the District's QA Plan and was responsible for review of DSA projects, creating a systematic approach to planning and programming. She was also Project Manager for bond project during design and construction for the $380M Measure D Bond Program an the $575M Measure R Bond Program. Many of WCCUSD projects meet the Collaborative for High Performance Schools (CHPS) standards and include both new and modernization projects.

Eastside UHSD, Measure E Bond Program – Project Manager
The $349M Measure E Bond Program included 11 high schools, five alternative education facilities, five charter school facilities, and two adult education campuses. Projects included new construction and modernizatio projects.

Oakland USD, Measure B Bond Program – Project Manager
This $500M bond program included new classroom buildings, moderniza projects, multi-purpose gymnasiums, kitchen renovations, child developn centers, and health and wellness centers.

Sacramento City USD – Associate Superintendent, Maintenance & Operations
Mellissa served as Associate Superintendent, Maintenance & Operations, a Acting Chief of Operations, responsible for the overall management of the following department functions: Facilities & Maintenance, Planning & Construction, Custodial Operations, Energy Management, Nutrition Service Transportation, and Security.

CA DGS Constructability/Peer Review Services, Northern Region & Bay Area Region, CA – Project Manager/Constructability Reviewer
Two $5M on-call contracts to provide constructability/peer review services. Projects include additions and renovations, and scope includes project desi documents and construction processes prior to bidding and construct



B

FEE PROPOSAL/STAFFING PLAN

SixthDimension

ALUM ROCK UNION SCHOOL DISTRICT - FEE PROPOSAL / STAFFING PLAN

RFP No. 2223-Bonds30 - HVAC

Schedule Activity	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Bid Package Development												
Procurement												
Construction Phase 1 (Condenser Pads/Enclosures)												
Construction Phase 2 (HVAC/Roofing/ADA/Interiors)												

Position	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Hours	Rate	Total
Principal -in-Charge	0	0	8	8	0	0	0	0	0	0	0	0	16	$225	$3,600
Project Director	0	0	16	16	16	8	8	8	8				80	$225	$18,000
Construction Manager	0	0	80	80	80	80	80	80	40	8	8	8	544	$184	$100,096
Estimating	0	0	217	0	0	0	0	0	0	0	0	0	217	$189	$41,013
Constructability Review	0	0	326	0	0	0	0	0	0	0	0	0	326	$179	$58,265
Estimating (Construction)	0	0	0	0	0	2	2	2	0	0	0	0	6	$189	$1,134
Reimbursables	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0
Total	**$0**	**$0**	**$119,398**	**$20,120**	**$18,320**	**$16,898**	**$16,898**	**$16,898**	**$9,160**	**$1,472**	**$1,472**	**$1,472**	**$1,189**		**$222,108**

Schedule Activity	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Bid Package Development												
Procurement												
Construction Phase 1 (Condenser Pads/Enclosures)												
Construction Phase 2 (HVAC/Roofing/ADA/Interiors)												

Position	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total Hours	Rate	Total
Principal -in-Charge	0	0	0	0	0	0	0	0	0	0	0	0	0	$232	$0
Project Director	0	0	0	0	16	16	16	16	8	8	0	0	80	$232	$18,540
Construction Manager	8	8	8	40	160	160	160	160	80	80	0	0	864	$190	$163,745
Estimating	0	0	0	0	0	0	0	0	0	0	0	0	0	$195	$0
Constructability Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$184	$0
Estimating (Construction)	0	0	0	0	16	16	16	16	0	0	0	0	64	$195	$12,459
Reimbursables	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0
Total	**$1,516**	**$1,516**	**$1,516**	**$7,581**	**$37,146**	**$37,146**	**$37,146**	**$37,146**	**$17,016**	**$17,016**	**$0**	**$0**	**$1,008**		**$194,744**
GRAND TOTAL															**$416,852**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 27, 2023

To the Superintendent of Schools

Subject: **Approve Studio W, for the DSA Pre-Check Outdoor Classroom Structure and ADA Upgrades for Russo/McEntee Academy.**

Staff Analysis: Fee for Architectural Services for DSA pre-check outdoor classroom structure, upgrades to path of travel and 20% ADA upgrades for Russo/McEntee Academy School. Cost to include submission to DSA and survey services.

Item	Amount
Lump Sum Fee Proposal Including Survey	$75,670

Recommendation: Staff recommend the Board of Trustees approve the proposals provided by Studio W for the DSA pre-check outdoor classroom structure and ADA upgrades.

Submitted by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: March 9, 2023
Regular Board Meeting

Recommended Approval

6.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

STUDIO W
ARCHITECTS

February 28, 2023

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Unified School District
2930 Gay Avenue, San Jose, CA 95127
Kolvira.chheng@arusd.org

RE: Architectural Services for Russo McEntee Elementary School: Outdoor Classroom Structure & Code Required ADA Upgrades
1300 Tallahassee Drive, San Jose, CA 95122

Dear Kolvira,

We are pleased to present this fee proposal for services to install (1) DSA pre-check outdoor classroom structure, upgrades to path of travel to the structure and 20% ADA upgrades for the Russo McEntee Elementary School project.

We request the District provide any available scans of existing school plans and existing topographic surveys, along with outdoor classroom structure plans.

Lump Sum Fee for Architectural, Electrical, and Civil Engineering Services: $65,895, plus $9,775 lump sum fee for a Topographic Survey of the required paths of travel for this project.

- **Total Fee including Survey: $75,670**

For the Fee stated above, Studio W Architects will perform the following services:
Prepare plans for installing (1) Classroom Structure, Path of Travel upgrades to the new structure, and 20% of construction cost accessible upgrades in the following order: primary entrance, restroom facilities serving the area, drinking fountains serving the area, public telephones serving the area and signage.
We anticipate the following 20% of construction cost accessible upgrades will be required:

1. Existing Restrooms: Shift existing toilet about 1 ½" to get to the correct clearance and add some pipe wrap to exposed pipes.
2. Drinking Fountain replacement outside of Building D

- Topographic Survey of required Paths of Travel
- Architectural Schematic Site Plan:
  - Procure PDF copies of existing plans for Russo McEntee Elementary School from District
  - Procure outdoor Classroom Structure Plans from Constructive Systems Inc.
  - Site visit and meeting with District to confirm location for outdoor classroom structure, required ADA paths of travel and review existing restrooms nearest the outdoor classroom structure.
  - Coordinate Structure location with code complying path of travel.
  - Prepare Site Plan showing agreed upon location of outdoor classroom structure.
  - Prepare floor plans showing code required path of travel and accessible upgrades.
  - Gain District approval on outdoor classroom structure location and path of travel and accessible upgrades.
- Construction Documents:

- ❖ Architectural:
  - Project Cover Sheet
  - Site Plan, to include ADA improvements to path of travel necessary to connect the hardcourt or grass area where the structure is placed to the complying Path of Travel.
  - Code Analysis
  - Site Details
  - Incorporate District provided outdoor classroom structure plans.
  - Prepare floor plans and associated details for code required ADA upgrades.
- ❖ Plumbing plan showing:
  - Existing Restrooms: Shift existing toilet about 1 ½" to get to the correct clearance and add some pipe wrap to exposed pipes.
  - Drinking Fountain replacement outside of Building D
- ❖ Electrical plans:
  - Electrical connection to outdoor classroom structure
  - Lighting for path of travel, if required
- ❖ Prepare and submit DSA forms:
  - DSA-1
  - DSA-1 REG
  - DSA-103 Test & Inspection Form

- ➢ DSA Review & Approval, including DSA back check meeting.
- ➢ Bid Phase: respond to contractor pre-bid RFI's.
- ➢ Construction Phase:
  - ❖ Assist the District with procuring a Project Inspector and Test Lab, as required by DSA 103 form.
  - ❖ Prepare and issue DSA 102-IC form.
  - ❖ Respond to Contractor RFI's
  - ❖ One site visit by Architect and Electrical Engineer to confirm installed outdoor classroom structure complies with DSA approved plans
- ➢ DSA close out:
  - ❖ Prepare and submit DSA close our forms, including DSA-6 AE Final Verified Report and DSA-168 Final Price.

Deliverables: electronic files

Payment Schedule:

➢ SD:	$5,840
➢ CD:	$35,570
➢ DSA Approval:	$6,445
➢ Bid:	$1,645
➢ CA:	$13,855
➢ Closeout:	$2,540
➢ **Subtotal Fee:**	**$65,895**
➢ Survey:	$9,775
➢ **Total Fee:**	**$75,670**

Exclusions:

- ➢ Geotechnical Report

- Work related to non-certified prior projects, if any.
- ADA upgrades to other existing campus Paths of Travel, except for connection of structure to ADA improvements noted in the scope of work above.
- ADA upgrades to existing parking lot
- Plumbing and Electrical Engineering other than the scope listed above.
- Landscape Architect, Structural Engineer and HVAC Engineer services.
- Cost Estimating
- Book Specifications
- Site Utilities
- Agency Fees
- Testing and Inspection
- The cost of scanning existing plans and the cost of printing copies of DSA approved plans.

The following documents are enclosed:

- Site Plan showing Option 1 and Option 2 location
- Studio W 2023 Fee Schedule (Attachment A)
- Studio W 2023 Expense Schedule (Attachment B)
- Fee Worksheet dated 02/28/2023 (Attachment C)
- NorthStar Engineering fee proposal dated 2/28/2023.
- LP Consulting Engineers proposal dated 2/28/2023.

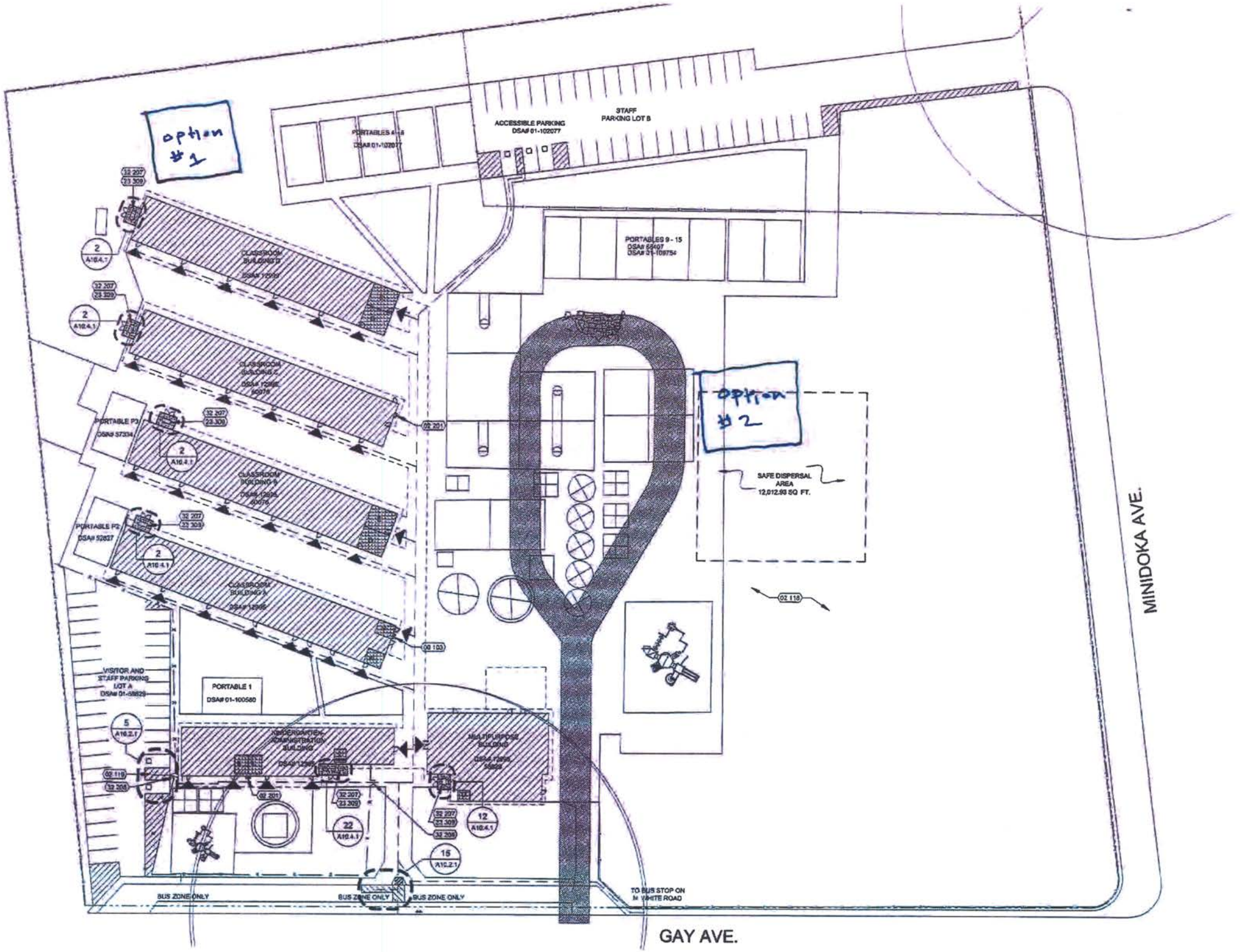
After your review of these documents, please acknowledge your acceptance by issuing a Consultant Agreement for Architectural Services for this project. Please feel free to contact me with any questions you may have.

Sincerely,

Studio W Architects

Brian Whitmore, AIA, LEED® AP
President & CEO

cc: James E. Moore IV, Architect, LEED® AP, Chief Operating Officer
Michele Gargano, AIA, LEED® AP BD+C, CDT, NCARB, Client Leader
Studio W Accounting


option #1
option #2
ACCESSIBLE PARKING
DSA# 01-102077
STAFF
PARKING LOT B
PORTABLES 9 - 15
DSA# 58407
DSA# 01-109754
CLASSROOM BUILDING B
DSA# 12999
CLASSROOM BUILDING C
DSA# 12997, 60076
PORTABLE P3
DSA# 57334
CLASSROOM BUILDING D
DSA# 12975, 60076
PORTABLE P2
DSA# 52827
CLASSROOM BUILDING A
DSA# 12995
SAFE DISPERSAL AREA
12,012.93 SQ FT.
VISITOR AND STAFF PARKING LOT A
DSA# 01-58829
PORTABLE 1
DSA# 01-100580
ADMINISTRATION BUILDING
DSA# 12998
MULTIPURPOSE BUILDING
DSA# 12996, 58828
BUS ZONE ONLY
BUS ZONE ONLY
BUS ZONE ONLY
TO BUS STOP ON WHITE ROAD
MINIDOKA AVE.
GAY AVE.

STUDIO W
ARCHITECTS

2023 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	$ 385
Principal Architect	$ 320
Associate Principal or Senior Bond Program Manager	$ 240
Senior Associate Client Leader	$ 220
Associate Senior Project Manager	$ 210
Associate Project Manager	$ 210
Associate Design Leader	$ 185
Senior Architect or Senior Construction Administrator	$ 185
Senior Project Architect	$ 170
Construction Administrator	$ 170
Project Manager or Bond Program Manager	$ 170
Project Architect	$ 155
Senior Designer	$ 155
Senior Job Captain	$ 145
Job Captain	$ 130
Project Admin V	$ 120
Project Designer III	$ 120
Project Designer II	$ 110
Project Admin IV	$ 110
Project Designer I	$100
Project Admin III	$ 95
Project Admin II	$ 85
Project Admin I	$ 75
Project Assistant	$ 70
Intern	$ 60
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year.

Attachment A

STUDIO W
ARCHITECTS

2023 EXPENSE SCHEDULE

EXPENSE		COST
Color Prints 8-1/2 x 11		$2.25/print
	11 x 17	$2.75/print
	All other sizes	cost
Delivery (Other than mail)		cost
Facsimile		$1.25
Large Scale Photocopy		cost
Lodging		cost
Meals		cost
Mileage (subject to adjustment to match IRS allowed amount)		$0.655/mile
Permits and Fees		cost
Photocopy Black & White		$0.10/page
Photo Development		cost
Plots		$15.00/plot
Postage		cost
Reproduction		cost
Telephone		cost
Travel		cost
Other Direct Project Expense		cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are subject to change every January 1 of the Yew Year

Attachment B

STUDIO W ARCHITECTS

ATTACHMENT 'C'

LUMP SUM FEE

Alum Rock Unified School District / Russo McEntee Elementary School: (1) DSA pre-check outdoor classroom structure, upgrades to path of travel to the structure and 20% ADA upgrades

2851 Gay Avenue, San Jose, CA 95127

TASK	Principal Owner Architect $ 385.00 /hr		Principal Architect $ 320.00 /hr		Senior Associate Client Leader $ 220.00 /hr		Senior Project Architect $ 170.00 /hr		Project Architect $ 155.00 /hr		Project Designer III $ 120.00 /hr		Project Admin IV $ 110.00 /hr		Project Consultants Actual Fee + 15%		TOTAL
	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	PROPOSAL	TOTAL	
Project Administration	2	$ 770.00	2	$ 640.00		$ -		$ -		$ -		$ -		$ -			$ 1,410
Meetings (City, Community, etc.)		$ -		$ -	2	$ 440.00		$ -	2	$ 310.00		$ -		$ -			$ 750
Schematic Design		$ -		$ -	4	$ 880.00		$ -	8	$ 1,240.00	16	$ 1,920.00		$ -			$ 4,040
Construction Documents		$ -	2	$ 640.00	12	$ 2,640.00		$ -	40	$ 6,200.00	80	$ 9,600.00		$ -			$ 19,080
Agency Approval		$ -		$ -		$ -		$ -	16	$ 2,480.00	20	$ 2,400.00		$ -			$ 4,880
Bidding Assistance		$ -		$ -		$ -		$ -	8	$ 1,240.00		$ -		$ -			$ 1,240
Construction Administration: Architectural submittal review, RFI responses, (1) punch list review		$ -		$ -		$ -	40	$ 6,800.00		$ -	16	$ 1,920.00	8	$ 880.00			$ 9,600
Close Out: review contractor close out submittals: warranty/guarantee, as built plans, O&M manuals		$ -		$ -		$ -	8	$ 1,360.00		$ -		$ -	8	$ 880.00			$ 2,240
CONSULTANT FEES																	
Civil Engineer: Northstar Engineering per proposal dated 2/28/2023															$ 7,500.00	$ 1,125.00	$ 8,625
Plumbing Engineer: LP Consulting per proposal dated 2/28/2023															$ 1,000.00	$ 150.00	$ 1,150
Electrical Engineer: LP Consulting per proposal dated 2/28/2023															$ 6,000.00	$ 900.00	$ 6,900
SUB TOTAL OF PROFESSIONAL FEES	2	$ 770.00	4	$ 1,280.00	18	$ 3,960.00	48	$ 8,160.00	74	$ 11,470.00	132	$ 15,840.00	16	$ 1,760.00	$ 14,500.00	$ 2,175.00	$ 59,915
Direct Project Expense																	$ 5,980
TOTAL LUMP SUM FEE ARCHITECTURAL & CIVIL, PLUMBING, ELECTRICAL ENGINEERING SERVICES																	**$ 65,895**
Northstar Engineering (Survey)															$ 8,500.00	$ 1,275.00	$ 9,775
TOTAL LUMP SUM FEE WITH SURVEY																	**$ 75,670**

2/28/2023

7.01

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 25, 2023

Subject: **Second Interim Financial Report**

Staff Analysis: The Second Interim Report is one measure designed to help the County and ultimately the State to monitor each school district's fiscal health. According to the State requirements, in order to have a Positive Certification, ARUSD must project at least 3% in unrestricted reserves in each of the current and following two years. Districts that may not meet this requirement receive a qualified budget certification and Districts that do not demonstrate that they will meet this requirement receive a negative budget certification. If any problems are anticipated, the County will offer immediate fiscal management advisory services.

School districts in California are required to maintain their financial affairs in accordance with prudent financial management principles. Those principles were strengthened and codified in 1991 with the passage of AB 1200. The increased oversight provided by AB 1200 was in response to a number of school district near-bankruptcies, requests for state loans, and defaults on school district financial obligations.

The statute requires school districts to self-certify budgets, interim reports, unaudited actuals, and disclosure statements related to collective bargaining. The law also requires county offices of education (COE) to review the various certifications and determine whether the financial position of the district is in conformance with state-recommended standards and criteria. The COE is empowered to initiate action if problems are disclosed or discovered. That action may take the form of additional questions or warnings, a lowering of the self-rating from "positive" to either "qualified" or "negative," appointment of a fiscal advisor, or more stringent measures if the situation warrants.

The Alum Rock Union Elementary School District is presenting a Positive Certification of its financial condition. This means that the District will meet its financial obligations for the current fiscal year and two subsequent fiscal years.

Recommendation: Staff recommends approval of the Second Interim Financial Report.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

7.01
Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.01

`ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 9 , 2023

Subject: **School-sponsored Field Trip List**

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom-learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-county and overnight school sponsored field trips.

Submitted by: Sandra Garcia Title: Director of State and Federal Programs

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: March 9, 2023

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ryan	Monterey Bay Aquarium	Monterey, Monterey County	03/10/2023	2nd	1	060-3010-0-5835-00-1000-11000-000000-100-1190	Students will learn about different types of animals and their habitats.
McCollam	**Santa Cruz County Outdoor Science School**	**Watsonville, Santa Cruz County**	**03/21/2023 3/24/2023**	**5th**	**2**	**088-8210-0-5815-00-1110-4000-000000-040-0502**	**Receive hands-on experience with science of ecology and the relationship between living things and their environment.**
LUCHA	Bay Area Children's Theatre	San Francisco	03/16/2023	4th/5th	1	060-3010-0-5835-00-1110-1000-000000-270-1150	To expose students to the arts so that they can develop an appreciation for them.
LUCHA	Monterey Bay Marine Sanctuary	Santa Cruz, Santa Cruz County	04/05/2023	2nd	2	060-3010-0-5835-00-1110-1000-000000-270-1150	Students will learn about different types of animals and their habitats.
McCollam	Exploratorium SF	San Francisco	04/05/2023	4th	2	088-2/810-0-5835-00-1110-4000-000000-040-0502	The students will acquire knowledge through hands-on activities in Geology, Physics and human perceptions.
LUCHA	San Juan Bautista	San Juan Bautista San Benito County	04/19/2023	4th	1	060-3010-0-5835-00-1110-1000-000000-270-1150	Students will explore living and working conditions of the settlers of California.
VAPA	**Disneyland**	**Anaheim Orange County**	**04/11/2023 - 04/13/2023**	**5th-8th**	**Band**	**Alum Rock Jazz Band Foundation**	**Students will perform contrasting pieces of music demonstrating and explaining how the music's intent is conveyed**
Adelante I	The Walt Disney Family Museum	San Francisco	03/10/2023	8th	2		Students will have the opportunity to tour the museum

Alum Rock Union Elementary School District

Field Trip Information Sheet

							and learn the history of not only Disney but also of movie making and animation.
Adelante II	Seacliff State Park	Aptos, CA Santa Cruz County	03/25/23	4th	2	Ports-12 Program	Students will learn about how fossils are created and how they are found in sedimentary rocks.
Adelante I	CA Academy of Sciences	San Francisco	03/22/2023	2	3	060-301-0-1190-00-1110-1000-000000-280-1190	

8.02

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2023

Subject: **Resolution No. 42-22/23**
Cesar Chavez Day – March 31, 2023

Staff Analysis: This resolution proclaims March 31, 2023, Cesar Chavez Day, as having "special significance", and encourages all public schools and educational institutions to observe that date by conducting exercises remembering the life of Cesar Chavez and recognizing his accomplishments and the contributions he made to California and the farmworker community.

Recommendation: Staff recommends approval of **Resolution No. 42-22/23**, Cesar Chavez Day, as submitted.

Submitted by: Maria Martinez Title: Multilingual Programs, Academic Services

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 42-22/23
PROCLAIMING MARCH 31, 2023
"CESAR CHAVEZ DAY"

WHEREAS, the Alum Rock Union Elementary School District recognizes the importance of Cesar Chavez in the history of California and the nation; and

WHEREAS, the Alum Rock Union Elementary School District has recognized the importance of Cesar Chavez in this community by designating Friday, March 31, 2023 as a school holiday this academic year; and

WHEREAS, Cesar Chavez, co-founder of the United Farm Workers of America, worked his entire life in service to others to improve social and economic conditions for farmworkers and his efforts helped carve the path for the labor movement in the state. He was a leader in the fight against discrimination; a defender of civil rights, equal rights and dignity for all.

NOW, THEREFORE, BE IT RESOLVED, NOW, that the Alum Rock Union School District joins with the California State Board of Education proclaiming, March 31, 2023, *Cesar Chavez Day*, as having "special significance", and encourages all public schools and educational institutions to observe that date by conducting exercises remembering the life of Cesar Chavez and recognizing his accomplishments and the contributions he made to California and the farmworker community.

PASSED AND ADOPTED this 9th day of March, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.03

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2023

Subject: **Resolution No. 41-22/23**
Dolores Huerta Day – April 10, 2023

Staff Analysis: This resolution proclaims April 10, 2023, Dolores Huerta Day, as having "special significance", and encourages all public schools and educational institutions to observe that date by conducting exercises acknowledging the life of Dolores Huerta and recognizing her accomplishments and the contributions she has made and continues to make to California and the farmworker community.

Recommendation: Staff recommends approval of **Resolution No. 41-22/23**, Dolores Huerta Day, as submitted.

Submitted by: Maria Martinez Title: Multilingual Programs, Academic Services

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 41-22/23
PROCLAIMING APRIL 10, 2023
"DOLORES HUERTA DAY"

WHEREAS, Governor Brown signed AB 2644, the *Dolores Huerta Day*, by Assembly member Eloise Gomez Reyes (D-San Bernardino), designating April 10th each year as *Dolores Huerta Day* in the state of California. The Bill is in recognition of her decades of activism for social, labor and civil rights.

WHEREAS, "Dolores Huerta, co-founder of the United Farm Workers of America and President of the Dolores Huerta Foundation, has worked her entire life in service to others to improve social and economic conditions for farmworkers and her efforts helped carve the path for the labor movement in the state," said Assembly member Reyes. "She is a leader in the fight against discrimination; a defender of civil rights, equal rights and dignity for all."

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with the California State Board of Education proclaiming, April 10, 2023, *Dolores Huerta Day*, as having "special significance", and encourages all public schools and educational institutions to observe that date by conducting exercises acknowledging the life of Dolores Huerta and recognizing her accomplishments and the contributions she has made and continues to make to California and the farmworker community.

PASSED AND ADOPTED this 9th day of March, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.04

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2023

Subject: **Resolution No. 39-22/23**
California Public Schools Month - April 2023

Staff Analysis: The purpose of California Public Schools Month is to encourage communities and schools to set aside time during the month of April to honor our public schools and enlist the community's continued support for public education.

Recommendation: Staff recommends approval of **Resolution No. 39-22/23**, California Public Schools Month, as submitted.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Recommend Approval

8.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 39-22/23
PROCLAIMING APRIL, 2023
"CALIFORNIA PUBLIC SCHOOLS MONTH"

WHEREAS, the issues and challenges confronting California's public schools are often complex, the decisions difficult, the expectations and demands many, and the rewards, at times too few;

WHEREAS, the California State Board of Education has the utmost respect and admiration for all those involved in the California public schools: teachers, administrators, educational support personnel, local governing board members, students, and their families;

WHEREAS, the State Board of Education's mission is "to create strong, effective schools that provide a wholesome learning environment through incentives that cause a high standard of student accomplishment, as measured by a valid, reliable accountability system," which is, in turn, a natural extension of the State Board's vision:
"All California students of the 21st century will attain a level of academic knowledge, applied learning, and performance skills to ensure fulfilling personal lives and careers and contribute to civic and economic progress in our diverse and changing democratic society;" and

WHEREAS, research has determined that one of the main attributes of effective schools is the competent leadership of principals; and

WHEREAS, the Free and Accepted Masons of California have sponsored and promoted *Public Schools Month* since 1920 to encourage communities and schools to set aside one month as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education and proclaims April, 2023, *California Public Schools Month*, extending its sincere appreciation to all who make our public schools successful and improving, and urging local and all educational agencies to schedule fitting and appropriate events during this month.

PASSED AND ADOPTED this 9th day of March, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.05

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2023

Subject: **Resolution No. 40-22/23**
Public School Volunteer Week – April 17-21, 2023

Staff Analysis: The Alum Rock Union Elementary School District is privileged to have a group of men and women who tirelessly volunteer in our schools to provide support in the classrooms, offices, and playgrounds. Hundreds of Alum Rock volunteers have enriched the lives of students and staff and have made Alum Rock schools a better place in which to study and teach. April 17 – April 21, 2023, is *Public School Volunteer Week*. A focus on volunteers during this week is a modest way to say thank you and recognize Alum Rock volunteers for demonstrating, on a daily basis, the true spirit of giving. *Public School Volunteer Week* reflects the power that volunteers have to "inspire by example" since volunteers both encourage those they help, motivate others to serve, and are positive role models for our children and our community.

Recommendation: Staff recommends approval of **Resolution No. 40-22/23**, Public School Volunteer Week, as submitted.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Recommend Approval

8.05
Agenda Placement

Meeting: March 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 40-22/23
PROCLAIMING APRIL 17-21, 2023
"PUBLIC SCHOOL VOLUNTEER WEEK"

WHEREAS, across the nation, millions of volunteers work in their communities utilizing their time and their talents daily to make a real difference in the lives of others; and

WHEREAS, April 17-21, 2023, is *Public School Volunteer Week* and a most appropriate time to recognize these volunteers for demonstrating, on a daily basis, the true spirit of giving; and

WHEREAS, this special week offers opportunities to thank some of Alum Rock's most valuable assets – our volunteers- and to recognize the myriad of ways in which they improve our communities; and

WHEREAS, *Public School Volunteer Week* reflects the power that volunteers have to "inspire by example" since volunteers both encourage those they help and motivate others to serve, and are positive role models for our children and our community; and

WHEREAS, the Alum Rock Union Elementary School District is fortunate to have volunteers who give thousands of hours each year to provide support in the classroom, offices, and playgrounds of our schools; and

WHEREAS, the Alum Rock Union Elementary School District is privileged to have this group of men and women who tirelessly give of themselves to provide much needed support to our schools, and hundreds of Alum Rock volunteers have enriched the lives of students and staff and have made Alum Rock schools a better place in which to study; and

WHEREAS, the Alum Rock Union Elementary School District Trustees urge our employees and community members to honor all volunteers in our community.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Trustees do hereby announce and proclaim to all its recognition and sincere appreciation of Alum Rock volunteers and the invaluable services they provide through their concern, commitment, and generosity of spirit.

PASSED AND ADOPTED this 9th day of March, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.06

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 15, 2023

Subject: **Resolution No. 43-22/23**

Bilingual/Multilingual Learner Advocacy Month – April, 2023

Staff Analysis: This resolution proclaims the month of April, 2023, as Bilingual/Multilingual Learner Advocacy Month and encourages all educational communities to celebrate Bilingualism and Multilingualism with meaningful student activities and programs that demonstrate learning and understanding the value and importance of being a bilingual/multilingual learner. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students.

Recommendation: Staff recommends approval of **Resolution No. 43-22/23**, Bilingual/Multilingual Learner Advocacy Month, as presented.

Submitted by: Maria Martinez MM Title: Multilingual Programs, Academic Services

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9,2023
Regular Board Meeting

Recommend Approval

8.06
Agenda Placement

HBauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 43-22/23
PROCLAIMING APRIL, 2023
"BILINGIAL/MULTILINGUAL LEARNER ADVOCACY MONTH"

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month recognizes that bilingual/multilingual learners are one of the fastest growing student populations in U.S. schools, that this group of students brings multiple assets to schools and adds to the rich diversity among students;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" is an opportunity to draw attention to the persistent gap between bilingual/multilingual learners and native English-speaking students;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" calls on stakeholders at all levels to examine the diverse needs of bilingual/multilingual learners and to build an inclusive and respectful culture;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" highlights a commitment to ensure educational equity and access leading these learners to thrive academically and become productive biliterate/multiliterate global citizens;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" encourages institutions to adopt policies and practices such as dual language instructional programs that value and use students' languages and cultural assets to learn high academic content, promote long-term academic achievement, and increase graduation rates;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" calls for the need to prepare highly qualified bilingual teachers in all disciplines to address the unique needs of bilingual/multilingual learners in diverse settings;

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of April, 2023, as "Bilingual/Multilingual Learner Advocacy Month" and encourages all educational communities to celebrate this with meaningful student activities and programs that demonstrate learning and understanding of the importance of being a bilingual/multilingual learner

PASSED AND ADOPTED this 9th day of March, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.07

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 27, 2023

Subject: **California Department of Education Expenditure Quarter 2 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-two of implementation.**

Staff Analysis: **CDE has awarded Aptitud Community Academy at Goss a grant in the amount of $613,140. The purpose of the grant and supporting Board approved action plan is to strengthen, develop, and implement evidence-based literacy instruction and support in transitional kindergarten through grade three (TK-3rd) over a period of year-two implementation.**
In compliance with Early Literacy Support Block Grant (ELSB), the Expenditure Quarterly Report provided for reporting period Quarter 2 FY 2023, demonstrate expenditures are consistent with Aptitud Community Academy at Goss Literacy Action plan.

Recommendation: **Information only**

Submitted by: Dr. Dianna Ballesteros Title: Director, Early Learning

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: March 9, 2023
Regular Board Meeting

Information Only
8.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Early Literacy Support Block Grant

2022–23 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency: Alum Rock Union School District

Implementation Year 2 (2022–23) Grant Reporting Period:

☐ Quarter 1 (July 1, 2022 – September 30, 2022) Report Due October 31, 2022

☒ Quarter 2 (October 1, 2022 – December 31, 2022) Report Due January 31, 2023

☐ Quarter 3 (January 1, 2023 – March 31, 2023) Report Due April 28, 2023

☐ Quarter 4 (April 1, 2023 – June 30, 2023) Report Due July 31, 2023

Budget Revision Request:

A Budget Revision Request Form must be submitted if current planned expenditures exceed 10 percent on any line item. A Budget Revision must be submitted to request carryover of unspent funds. Is a budget revision needed at this time?

☐ Yes ☒ No

Please submit a signed copy of this Signature Form, along with a completed Grant Expenditure Form (Excel file) to ELSBGrant@cde.ca.gov.

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and the Grant Expenditure Form (attached). By signing below, you acknowledge the data contained in this report is true and accurate, to the best of your knowledge and that any program results are supported by documented deliverables (i.e. professional development/products) on file at the local educational agency.

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dr. Dianna J. Ballesteros

Date Signed (if not included in electronic signature): 01/23/23

Fiscal Agent Name: Teresa DeCelles

Fiscal Agent Signature: Teresa DeCelles Digitally signed by Teresa DeCelles Date: 2023.01.23 08:59:46 -08'00'

Date Signed (if not included in electronic signature): 01/23/23

Local Educational Agency (LEA) Information

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

LEA Information	Please Type LEA Information Below
LEA Name:	Alum Rock Union School District
Project Coordinator:	Dr. Dianna Ballesteros
Project Coordinator Telephone Number:	408-928-7290
Project Coordinator Email Address:	dianna.ballesteros@arusd.org
Fiscal Agent Contact:	Teresa DeCelles
Fiscal Agent Telephone Number:	408-928-6856
Fiscal Agent Email Address:	teresa.decelles@arusd.org

Year-to-Date (YTD) Form
Fiscal Year 2022-23

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Object Code	Object Code Description	Approved Implementation Year 2 Budget	Quarter 1 Expenditures	Quarter 2 Expenditures	Quarter 3 Expenditures	Quarter 4 Expenditures	Cumulative Expenditures	Unspent Balance
1000	Certificated Salaries	$174,164.03	$0.00	$2,591.02	$0.00	$0.00	$2,591.02	$171,573.01
2000	Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000	Employee Benefits	$40,424.96	$0.00	$594.19	$0.00	$0.00	$594.19	$39,830.77
4000	Books and Supplies	$40,155.42	$0.00	$2,408.44	$0.00	$0.00	$2,408.44	$37,746.98
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100	Subagreements for Services (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200	Participant Travel/ Project Staff Travel	$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
5800	Professional/Consulting Services & Operating Expenses	$32,326.71	$0.00	$0.00	$0.00	$0.00	$0.00	$32,326.71
6000	Capital Outlay (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7000	Indirect Costs	$18,613.83	$0.00	$274.09	$0.00	$0.00	$274.09	$18,339.74
Totals	Totals calculate automatically	$307,484.95	$0.00	$5,867.74	$0.00	$0.00	$5,867.74	$301,617.21

Quarter 2 Budget Narrative Form
Implementation Year 2 Quarter 2 (October 1 - December 31)

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Object Code	Object Code Description	Description		School Site or LEA Name	Expenditures
1000	Certificated Salaries	Extended Duty Pay for teachers including Professional Development for participation in the SCCOE PD cyles, as well as bimonthly site meetings to address planning and data analysis (Monica Korten, Ida Harl, Rebecca Berry, and Melissa Walters worked a total of 53.5 hours @ $48.43 per hour = $2,591.02).		Aptitud	$2,591.02
2000	Classified Salaries				$0.00
3000	Employee Benefits	Related Benefits for Extended Duty ($594.19). Certificat		Aptitud	$594.19
4000	Books and Supplies	Purchases of Heggerty Phonemic Awareness Curriculum for 8 classrooms		Aptitud	$2,408.44
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)				$0.00
5100	Subagreements for Services (not subject to indirect costs)				$0.00
5200	Participant Travel/ Project Staff Travel				$0.00
5800	Professional/Consulting Services & Operating Expenses				$0.00
6000	Capital Outlay (not subject to indirect costs)				$0.00
7000	Indirect Costs		4.90%	Apititud	$274.09
Totals	Totals calculate automatically				**$5,867.74**